

- 
- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority  
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
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## **AGENDA**

### **Board of Directors Meeting**

**June 7, 2006**

**Start Time: 9:30 a.m.**

#### **LOCATION**

**San Bernardino Associated Governments**

**Santa Fe Depot**

**SANBAG Lobby 1st Floor**

**1170 W. 3rd Street, San Bernardino, CA**

#### **Board of Directors**

##### **President**

Kelly Chastain, Council Member,  
City of Colton

Mark Nuaimi, Mayor  
City of Fontana

Diane Williams, Mayor Pro Tem  
City of Rancho Cucamonga

Paul Cook, Mayor  
Town of Yucca Valley

##### **Vice-President**

Dennis Hansberger, Supervisor  
County of San Bernardino

Bea Cortes, Mayor Pro Tem  
City of Grand Terrace

Pat Gilbreath, Council Member  
City of Redlands

Paul Biane, Supervisor  
County of San Bernardino

Jim Nehmens, Mayor  
City of Adelanto

James Lindley, Council Member  
City of Hesperia

Grace Vargas, Mayor  
City of Rialto

Bill Postmus, Supervisor  
County of San Bernardino

Rick Roelle, Mayor Pro Tem  
Town of Apple Valley

Larry McCallon, Council Member  
City of Highland

Pat Morris, Mayor  
City of San Bernardino

Josie Gonzales, Supervisor  
County of San Bernardino

Lawrence Dale, Mayor  
City of Barstow

Robert Christman, Council Member  
City of Loma Linda

Kevin Cole, Council Member  
City of Twentynine Palms

Gary Ovitt, Supervisor  
County of San Bernardino

Darrell Mulvihill, Council Member  
City of Big Bear Lake

Paul Eaton, Mayor  
City of Montclair

John Pomierski, Mayor  
City of Upland

Michael Perovich, Caltrans  
Ex-Officio Member

Dennis Yates, Mayor  
City of Chino

Rebecca Valentine, Council Member  
City of Needles

Mike Rothschild, Mayor  
City of Victorville

Tony Grasso  
Executive Director

Gwenn Norton-Perry, Council Member  
City of Chino Hills

Alan Wapner, Mayor Pro Tem  
City of Ontario

Richard Riddell, Mayor  
City of Yucaipa

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

***As a Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

**San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
County Congestion Management Agency  
Service Authority for Freeway Emergencies**

**Board of Directors**

**AGENDA**

**June 7, 2006  
9:30 a.m.**

**Location:**

**San Bernardino Associated Governments  
Santa Fe Depot  
SANBAG Lobby, 1st Floor  
1170 W. 3rd Street, San Bernardino**

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional meeting procedures and agenda explanations are attached to the end of this agenda.

Call to Order - 9:30 a.m.

(Meeting chaired by Council Member Kelly Chastain)

- I. Pledge of Allegiance
- II. Attendance
- III. Announcements
  - Report on Board of Directors Strategic Plan Workshop May 31, 2006
- IV. Agenda Notices/Modifications – Vicki Watson

***Notes/Actions:***

1. **Possible Conflict of Interest Issues for the Board Meeting of June 7, 2006.** Pg. 11

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

## **Consent Calendar**

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up under Agenda Item 28.

### **Administrative Matters**

2. **Board of Directors Attendance Roster** Pg. 13
3. **Procurement Report for April 2006** Pg. 17  
Receive Monthly Procurement Report. **Terrence J. McGuire**  
**This item was unanimously received by the Administrative Committee on May 10, 2006.**
4. **Agreement with County of San Bernardino for Long Term Disability Coverage** Pg. 19  
Approve Amendment No. 1 to Contract No. 05-051 with the County of San Bernardino for provision of Long-Term Disability Insurance effective July 22, 2006, as described in the Financial Impact Section. **Deborah Robinson Barmack**  
**This agreement was reviewed by Legal Counsel and by the Administrative Committee on May 10, 2006, with unanimous recommendation for approval.**
5. **Amendment to Policy 10111 Relative to Military Leave** Pg. 24  
Approve amendments to SANBAG Policy 10111 relative to Military Leave to comply with the federal Uniformed Service Employment and Reemployment Rights Act. **Deborah Robinson Barmack**  
**This item was reviewed and unanimously recommended for approval by the Administrative Committee on May 10, 2006.**
6. **Disadvantaged Business Enterprise (DBE) Race-Neutral Program** Pg. 29  
Approve Contract 06-071 with the California Department of Transportation relative to the Disadvantaged Business Enterprise Race-Neutral Implementation with no cost implications. **Ryan Graham**  
**This contract was reviewed by Legal Counsel. This item was reviewed by the Administrative Committee on May 10, 2006, and unanimously recommended for approval.**



**Consent Calendar Continued....**

**Regional & Quality of Life Programs**

7. **Memorandum of Agreement (MOA) No. 07-005 among the County Transportation Commissions (CTCs) to Collaboratively Develop the Southern California Goods Movement Strategy** Pg. 37

Approve Memorandum of Agreement No. 07-005 among the CTCs (Attachment 1) for collaborative development of the regional freight movement strategy. **Ty Schuiling**

**The item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on May 17, 2006.**

8. **Agreement with the Riverside County Transportation Commission (RCTC) for the implementation of Trip Reduction/Ridesharing services** Pg. 41

Approve Contract No. 07-002 with RCTC from July 1, 2006 through June 30, 2007, not to exceed \$1,148,500, as outlined in the Financial Impact Section below. **Marla Modell and Michelle Kirkhoff**

**This item was reviewed and unanimously approved by the Plans and Program Committee on May 17, 2006. SAFE Counsel has approved this contract as to form.**

9. **Amend Agreement with Cingular Wireless LLC for analogue call box services** Pg. 51

1. Approve Amendment No. 2 to Contract 00-044 to extend the contract with Cingular Wireless LLC for 35 call boxes which remain on analogue service, until June 30, 2008, and

2. Reduce the contract amount by \$60,000.00, to a new contract not-to-exceed amount of \$790,000.00, as outlined in the Financial Impact Section below. **Michelle Kirkhoff/Marla Modell**

**This item was reviewed and unanimously approved by the Plans and Program Committee on May 17, 2006. This item has been reviewed as to form by SAFE Counsel.**

**Subregional Transportation Planning & Programming**

10. **Program to Address Critical Habitat Issues (Indirect Impacts) Associated with Major Measure I Expenditure Plan Projects** Pg. 56

Receive information regarding progress on strategy to minimize transportation project costs and delays associated with proximity to critical habitat. **Steve Smith and Ty Schuiling**

**This item was received by the Plans and Programs Policy Committee on May 17, 2006.**

**Consent Calendar Continued....**

**Subregional Transportation Planning & Programming (Cont.)**

11. **SANBAG Regional GIS Data Initiatives** Pg. 60  
Received information on GIS data management activities.  
**Cameron Brown**  
This item was received by the Plans and Programs Policy Committee on May 17, 2006.
12. **SANBAG Resolution No. 06-022 certifying that the list of transportation projects submitted by San Bernardino Associated Governments for inclusion in the Southern California Association of Governments' Fiscal Year (FY) 2006/07-2011/12 Regional Transportation Improvement Program (RTIP) is financially constrained** Pg. 80  
Approved SANBAG Resolution No. 06-022. **Ty Schuiling**  
This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on May 17, 2006.

**Project Development**

13. **State Street/University Parkway Railroad Grade Separation – Set Date for Hearing to Consider Resolutions of Necessity** Pg. 84  
Acting as the County Transportation Commission Set date and time of Wednesday, July 5, 2006, 9:30 AM for Hearing to consider Resolutions of Necessity for properties required for the State Street/University Parkway Grade Separation project in the City of San Bernardino and County of San Bernardino. **Darren Kettle**  
This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 11, 2006.
14. **Request for Qualifications (RFQ) No. 07-003 (future Contract No. 07004) for qualified firms to provide public information and safety services for the improvements to Interstate 215 in San Bernardino** Pg. 85  
Recommend approval of Request for Qualifications (RFQ) No. 07-003 (future Contract No. 07004) for qualified firms to provide public information and safety for the improvements to Interstate 215 in San Bernardino. **Darren Kettle**  
This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 11, 2006.

**Consent Calendar Continued....****Transportation Programs & Fund Administration****15. Transportation Development Act (TDA) Claimant and Measure I Pass-Through Recipient Audit Services Pg. 101**

Approve Amendment No. 1 to Contract 06-008-1, in the amount of \$119,598 with Miers & Miers, CPA to Audit the TDA Claimants and Measure I Pass-Through Recipients for the fiscal year ending June 30, 2006. **Mike Bair**

**This item was reviewed and recommended for approval 5-1-0 (Lindley opposed), by the Administrative Committee on May 10, 2006.**

**16. STP / Measure I Exchange Agreement with the City of Twentynine Palms Pg. 107**

Approve Contract No. 06062 with the City of Twentynine Palms for the exchange of \$507,000 in Surface Transportation Funds for \$456,300 in Measure I Valley Major Project Funds for the project development and construction of the Two Mile Road Overlay and Widening project, as specified in the financial impact section.

**Ryan Graham**

**The agreement has been reviewed by Counsel and unanimously approved by the Plans and Programs Policy Committee on May 17, 2006.**

**17. Amendment to the Transit Operating and Capital Plan (TOCP) for the Mountain Area Regional Transit Authority (MARTA), and Allocation of State Transit Assistance Fund (STAF) Pg. 115**

1. Approve amendment to the MARTA TOCP for Fiscal Year 2006-2009 to reflect an additional project to reflect an additional project to repair damage to the Crestline facility parking area. Total project is estimated to cost \$70,000.

2. Adopt Resolution 06-024 authorizing STAF allocation number 06-12-MRT-B in the amount of \$70,000. **Mike Bair**

**This item is scheduled to be reviewed by the MARTA Board of Directors at their May 15, 2006 meeting and was unanimously recommended for approval by the Plans and Programs Committee on May 17, 2006.**

**Consent Calendar Continued....**

**Transportation Programs & Fund Administration (Cont.)**

**18. Quarterly Administrative Report on SANBAG Federal Funding Programs** Pg. 120

- 1) Receive report on quarterly reporting and obligation status.
- 2) Adopt a finding of compliance with obligation requirements for all affected agencies. **Ty Schuiling**

**This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on May 17, 2006.**

**DISCUSSION ITEMS**

**Administrative**

**19. Election of SANBAG Officers for 2006/2007** Pg. 126

Conduct election for President and Vice President of the SANBAG Board of Directors for 2006/2007. **Deborah Robinson Barmack**

**This item has not been reviewed by any SANBAG policy committee. It is consistent with the agency bylaws and past practices.**

**20. Adoption of the SANBAG 2006/2007 Budget** Pg. 130

1. Conduct the Public Hearing on the Proposed 2006/2007 SANBAG Budget.
2. Adopt the 2006/2007 Budget.
3. Approve the following budget amendments
  - a. Amend Task No. 94107000, Mt/Desert Planning and Project Development, to reduce the task amount from \$1,679,300 to \$1,523,300.
  - b. Amend Task No. 94507000, Victor Valley Area Transportation Study, to reduce the task amount from \$624,608 to \$599,608 in local funds.
  - c. Amend Task No. 94207000, Financial Management, to increase the task amount for Costs of Issuance from \$30,000 to \$170,000 of Measure I Major Projects Funds.
  - d. Amend Task No. 70107000, Valleywide Signal Coordination Program, to reduce anticipated encumbrances by \$2,906,110 and increase Total New Budget with CMAQ Funds by the same amount.

**Terrence J. McGuire**

**The 2006/2007 budget was unanimously recommended for adoption by the Administrative Committee and all of the members who participated in the May 10, 2006 Board Budget Workshop. All five of the SANBAG policy committees have reviewed task descriptions and budgets for activities under their purview.**

**Discussion Items.....**

**Administrative Matters (Cont.)**

**21. Monthly SANBAG Investment Report Pg. 133**

Receive SANBAG Investment Report with new format.  
**Terrence J. McGuire**

**This report format has been prepared by the Chief Financial Officer and Public Financial Management, the agency's Investment Advisor. The report format will be reviewed and discussed by the Administrative Committee on June 14, 2006.**

**22. Financing Team Request for Proposals and Recommendations for Selection Pg. 134**

1. Approve selection committee recommendations for financing team as follows:

Montague DeRose and Associates – Financial Advisor

Orrick – Bond Counsel

Nossaman, Guthner, Knox & Elliot – Disclosure Counsel and:

Investment Banking Team includes:

Merrill Lynch – Senior Manager

Goldman Sachs – co-Senior Manager

UBS, Citigroup and Lehman Brothers – co-managers

2. Authorize staff to prepare and submit contracts for Financial Advisor, Bond Counsel and Disclosure Counsel to the Administrative Committee for review.

**Terrence J. McGuire**

**On May 10, 2006, the Administrative Committee received a status report for this procurement and unanimously recommended that the recommendations for selection of the Financial Advisor, Bond Counsel, Disclosure Counsel, and Investment Banking Team be submitted directly to the Board for approval.**

**23. Sole Source Contract for San Bernardino Depot Property Management Pg. 138**

Approve Sole Source Contract 07-003 with CityCom Real Estate Services, Inc. for the San Bernardino Depot property and facility management for an initial term of two years with two one-year extension for the amount of \$88,128, as specified in the Financial Impact Section. **Mike Bair**

**This item was reviewed and unanimously recommended for approval by the Administrative Committee on May 10, 2006; and, has also been reviewed by SANBAG Counsel.**

**Discussion Items Continued....**

**Project Development**

24. **Amendment No. 1 to Contract No. 04-005 with Yeager-Skanska Inc. for Segment 10 Early Construction** Pg. 156

Approve Amendment No. 1 to Contract No. 04-005 for Route 210 Segment 10 Early Project, Riverside Avenue Overcrossing, Highland Realignment, and Sound Wall Construction to Yeager-Skanska Inc. in the amount of \$325,019. **Darren Kettle**

**Due to lack of a quorum at the May 11, 2006 Major Projects Committee, this item is being brought directly to the June 7, 2006 Board of Directors meeting for approval.**

25. **Caltrans Devore 2 Construction Project** Pg. 161

Receive report regarding the status of the Devore 2 Construction Project. **Cheryl Donahue**

**This item was presented to the Mountain/Desert Committee on April 21, 2006.**

**Program Support/Council of Govts.**

26. **State Transportation Bond Bill and Budget Update** Pg. 162

Review and Receive Report. **Jennifer Franco**

**This item has had no prior policy committee review.**

27. **Effects of Caltrans' New Management Policy on Obligational Authority (OA)** Pg. 164

Received report. **Ty Schuiling**

**This item was reviewed at the Plans and Programs Policy Committee on May 17, 2006.**

**Other Matters**

28. **Consent Calendar Items Pulled for Discussion**

Items pulled from the consent calendar shall be taken under this item in the order they were presented on the calendar.

**Comments from Board Members**

Brief Comments from Board of Directors

**Public Comment**

Brief Comments by the General Public

## **ADJOURNMENT**

### **Additional Information**

#### **Agency Reports/Committee Memberships**

Commuter Rail Report Pg. 167

Council Member Patricia Gilbreath

South Coast Air Quality Management Report Pg. 170

Mayor Dennis Yates

#### **SCAG Committees**

Pg. 174

SCAG Regional Council

SCAG Policy Committees

Community, Economic and Human Development

Energy and Environment

Transportation and Communications

SANBAG Policy Committees

Pg. 175

Acronym List

Pg. 177

Complete packages of this agenda are available for public review at the SANBAG offices and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov). Staff reports for items may be made available upon request. For additional information call, (909) 884-8276.

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

### **Accessibility**

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

**Closed Session Agenda Items** – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 1

**Date:** June 7, 2006

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the Board of Directors may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
9	00-044	Cingular Wireless, LLC <i>Larry Lafferty,</i> <i>Global Account Manager</i>	None
15	06-008-1	Miers & Miers, LLP <i>Jeffrey D. Miers</i>	None
22	C07009	Orrick <i>Roger Davis, Esq.</i>	None
22	C07010	Nossaman, Guthner, Knox & Elliott <i>Barney A. Allison, Esq.</i>	None

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

22	C07011	Montague DeRose <i>Douglas S. Montague</i>	None
22	n/a	Merrill Lynch <i>Ian Parker</i>	
22	n/a	Goldman Sachs <i>Kathleen Brown</i>	
22	n/a	Lehman Brothers <i>John McCray-Goldsmith</i>	
22	n/a	UBS <i>Tom A. Yang</i>	
22	n/a	Citigroup <i>Anthony Hughes</i>	
23	C07003	CityCom Real Estate <i>Michael R. Fortunato</i>	None
24	04-005-01	Yeager-Skanska Inc. <i>Alex Medyn</i>	Sudhakar Company Statewide Safety & Sign Dywidag Systems Int'l CGO RMD Moore Electric Alcorn Fence L. Johnson Erosion Control

**Financial Impact:** This item has no direct impact on the 2005/2006 Budget.

**Reviewed By:** This item is prepared monthly for review by the Board of Directors and policy committee members.

# BOARD OF DIRECTORS ATTENDANCE ROSTER - 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt			X	X	X							
Bill Postmus			X		X							
Paul Biane	X	X	X									
Dennis Hansberger	X	X	X	X	X							
Josie Gonzales	X	X	X	X								
Jim Nehmens	X	X	X		X							
Rick Roelle	X	X	X	X	X							
Lawrence E. Dale	X	X	X		X							
Darrell Mulvihill	X	X										
Dennis Yates	X	X	X	X	X							
Gwenn Norton-Perry	X		*	X	*							
Kelly Chastain	X	X	X	X	X							
Mark Nuaimi	X	X	X	X	X							
Bea Cortes	X	X	X	X	X							
James Lindley	X	X	X	X	X							
Larry McCallon	X	X	X	X	X							

X - indicates member attended meeting.

\* - indicates alternate member attended Xmeeting.

Crossed out box indicates member is not a Board Member.

## BOARD OF DIRECTORS ATTENDANCE ROSTER – 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman	X	X	X	X	X							
Paul Eaton	X	X	X	*	X							
Rebecca Valentine	X	X	X	X	X							
Alan Wapner	X	X	X		X							
Diane Williams	X	X	X	X	X							
Pat Gilbreath	X	X	X	X	X							
Grace Vargas	X	X	X	X								
Judith Valles	X	X	X	X	X	X	X	X	X	X	X	X
Patrick Morris	X	X	X	X	X							
Kevin Cole	X	X	X									
John Pomierski	X		X	X	X							
Mike Rothschild	X	X	X	X	X							
Dick Riddell	X	X	X	X	X							
Paul Cook	X	X	X	X	X							
Michael Perovich	X	*	X	*	X							
Ex-Official Member												

X - indicates member attended meeting. \* - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member.

# BOARD OF DIRECTORS ATTENDANCE ROSTER - 2005

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt	X	X	X	X	X	X	X	X	X	X	X	X
Bill Postmus	X	X	X	X	X	X	X		X	X	X	X
Paul Biane	X	X	X	X	X	X		X				
Dennis Hansberger	X	X	X	X	X	X		X	X		X	X
Josie Gonzales	X	X	X	X	X	X		X	X	X	X	X
Jim Nehmens	X	X	X	X	X	X		X	X	X	X	X
Rick Roelle	X	X	X	X	*	X	X	X	X	X	X	
Lawrence E. Dale	X	X	X	X	X	X	X		X	X	X	X
Darrell Mulvihill		X	X	X	X	X	X	X	X		X	X
Dennis Yates	X	X	X	X	X	X	X	X	X	X	X	X
Gwenn Norton-Perry	X				X	X	X	X	X	X	X	*
Kelly Chastain	X	X	X	X	X	X	X	X	X		X	X
Mark Nuaimi	X	X	X	X	X	X	*	X	X	X	X	X
Bea Cortes	X		X	X	X	X	X	X	X		X	X
James Lindley	X	X	X	X	X	X			X	X	X	X
Larry McCallon	X	*	X	X	X	X	X	X	*	X	X	*

X - indicates member attended meeting. \* - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member. \*\* - indicates new member

## BOARD OF DIRECTORS ATTENDANCE ROSTER – 2005

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman	X	X	X	X	X	X		X	X	X	X	X
Paul Eaton	X	X	X	X	X	X	*		X	X	X	*
Rebecca Valentine	X	X	X	X	X	X	X	X	X	X	X	X
Alan Wapner	*	X	X	X	X	X	X	X	X		X	*
Diane Williams	X	X	X	X	X	X	X	X	X	X	X	X
Pat Gilbreath	X	X	X	X	X	X		X	X	X	X	X
Grace Vargas	X	X	X		X	X	*	X	X		X	X
Judith Valles	X	X	X	X	X	X	X	X	X	X	X	X
Kevin Cole	X	X	X	X	X			X			X	X
John Pomierski	X	X	X	X	X	X		X	X	X	X	X
Mike Rothschild	X	X	X	X	X	X	X	*	X		X	X
Dick Riddell	X	X	X	X	X	X	X	X	X	X	X	X
Paul Cook	X	X	X	X	X	X		X	X	X	X	X
Anne Mayer Ex-Official Member	X	X	Bill Mosby	X								
Patty Romo Ex-Official Member					X	X	Bill Mosby	Syed Raza	X			
Michael Perovich Ex-Official Member										X	X	X

X - indicates member attended meeting. \* - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member. \*\* - indicates new member

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 3

**Date:** June 7, 2006

**Subject:** Procurement Report for April 2006

**Recommendation:**\* Receive Monthly Procurement Report.

**Background:** The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or his designee, is authorized to approve Purchase Orders up to an amount of \$25,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Board of Directors for the month of April 2006.

**Financial Impact:** This item imposes no impact on the FY 2005/06 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

**Reviewed By:** This item was unanimously received by the Administrative Committee on May 10, 2006.

**Responsible Staff:** Terrence J. McGuire, Chief Financial Officer

\*

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*Approved*  
*Board of Directors*

Date: \_\_\_\_\_

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

**PURCHASE ORDERS ISSUED FOR APRIL 2006**

P.O. #	Vendor	Purpose	Sole Source Y/N	Amount
060114	TH Enterprises	Network Server Software	N	\$ 7,768.00
060115	TH Enterprises	RCMS Network Server	N	14,000.00
		TOTAL PURCHASE ORDERS ISSUED		\$ 21,768.00



- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

### AGENDA ITEM: 4

**Date:** June 7, 2006

**Subject:** Agreement with County of San Bernardino for Long Term Disability Coverage

**Recommendation:\*** Approve Amendment No. 1 to Contract No. 05-051 with the County of San Bernardino for provision of Long-Term Disability Insurance effective July 22, 2006, as described in the Financial Impact Section.

**Background:** In 2005/2006, the SANBAG Board approved Short Term Disability for SANBAG employees through Contract No. 05-051 with the County of San Bernardino. The County Short Term Disability program provides 52 weeks of benefit coverage for non-exempt employees. Exempt employees are provided only 11 weeks of coverage. The reason for the significant difference between exempt and non-exempt employees is because under the County program exempt employees are also covered by Long Term Disability. Together, the Short Term and Long Term Disability offering provides adequate coverage for exempt personnel. Long Term Disability coverage for exempt employees was not included in the original contract.

This amendment provides Long Term Disability Insurance coverage for SANBAG exempt employees effective July 22, 2006. Long Term Disability for exempt employees provides partial income replacement to employees unable to work due to a non-work related disability. The benefit pays 60% of the employee's monthly salary, not to exceed \$3,000. Payments begin after 90 days (after a seven day waiting period and 83

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

days of Short Term disability benefits) and are paid up to sixty months or age 70. SANBAG will reimburse the County for contracted cost of Long Term Disability Services at the actual cost. The cost to participate in the County program for the coming year is \$.315 per \$100 of salary per employee.

***Financial Impact:*** This agreement will continue until terminated. Costs will be based upon actual costs to the County. The cost to SANBAG for this additional benefit for exempt employees in 2006/2007 is \$6,243. The salary and benefit adjustments contained in this memorandum can be accommodated in the proposed 2006/2007 SANBAG budget.

***Reviewed By:*** This agreement was reviewed by Legal Counsel and by the Administrative Committee on May 10, 2006, with unanimous recommendation for approval.

***Responsible Staff:*** Deborah Robinson Barmack  
Director of Management Services

## SANBAG Contract No. 05051-01

by and between


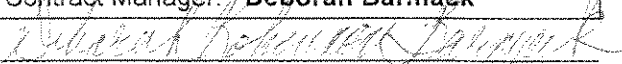
San Bernardino Associated Governments

and

County of San Bernardino Human Resources Department

for

Employee Benefits Program

FOR ACCOUNTING PURPOSES ONLY			
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____	Retention: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment
Notes:			
Original Contract: \$ <u>Unspecified</u>		Previous Amendments Total: \$ _____	
Contingency Amount: \$ <u>None</u>		Previous Amendments Contingency Total: \$ _____	
		Current Amendment: \$ _____	
		Current Amendment Contingency: \$ _____	
Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →			\$ <b>UNSPECIFIED</b>
Please include funding allocation for the original contract or the amendment ▼			
Task	Cost Code	Funding Sources	Amounts
1 INDIRECT	_____	1 _____	\$ _____
2 _____	_____	2 _____	\$ _____
3 _____	_____	3 _____	\$ _____
4 _____	_____	4 _____	\$ _____
Original Board Approved Contract Date: <u>6/1/05</u>		Contract Start: <u>6/2005</u>	Contract End: <u>Unspecified</u>
New Amend. Approval (Board) Date: <u>6/7/06</u>		Amend Start Date: <u>7/22/06</u>	Amend. End: <u>Unspecified</u>
<b>If this is a multi-year contract/amendment, please allocate costs among fiscal years:</b>			
Fiscal Year: <u>2006/07</u> \$ <u>\$6,243</u>		Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
CONTRACT MANAGEMENT			
Please mark an "X" next to all that apply:			
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local			
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____%			
Task Manager: <b>Terry McGuire</b>		Contract Manager: <b>Deborah Barmack</b>	
 Task Manager Signature		 Contract Manager Signature	
_____		_____	
Date		Date	
Chief Financial Officer Signature		Date	



County of San Bernardino

F A S

**STANDARD CONTRACT**

FOR COUNTY USE ONLY **05051-01**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	<b>SC</b>	Dept. <b>HRD</b>	<b>A</b>	Contract Number <b>05-051</b>	
County Department <b>Human Resources</b>			Dept. <b>HRD</b>	Orgn. <b>7000</b>	Contractor's License No.	
County Department Contract Representative <b>Crystal Hover, Division Chief, Employee Benefits and Services</b>			Telephone <b>387-5563</b>		Total Contract Amount	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Original Amount
Amendment Amount						
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

San Bernardino Associated Governments

hereinafter called SANBAG

Address

1170 W. 3<sup>rd</sup> Street 2<sup>nd</sup> Floor

San Bernardino, CA 92410

Telephone

(909) 884-8276

Federal ID No. or Social

Security No 33-0478781

**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the parties agree to amend contract #05-051 as follows:

COUNTY shall provide "Long-Term Disability (LTD) Insurance" to SANBAG exempt employees consistent with the County's Contract for LTD services effective July 22, 2006.

COUNTY shall invoice SANBAG for services and SANBAG shall reimburse COUNTY for contracted cost of Long-Term Disability Services.

All other conditions and terms to remain the same.

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

COUNTY OF SAN BERNARDINO

SAN BERNARDINO ASSOCIATED GOVERNMENTS  
(Print or type name of corporation, company, contractor, etc.)

► \_\_\_\_\_  
Bill Postmus, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Kelly J. Chastain  
(Print or type name of person signing contract)

Title President  
(Print or Type)

Dated: \_\_\_\_\_

Address 1170 W. 3<sup>rd</sup> Street 2<sup>nd</sup> Floor  
San Bernardino, CA 92410

SANBAG COUNCIL

\_\_\_\_\_  
Jean-Rene Basle, SANBAG Council

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► _____ County Counsel	► _____	► _____ Department Head
Date _____	Date _____	Date _____

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 5

**Date:** June 7, 2006

**Subject:** Amendment to Policy10111 relative to Military Leave

**Recommendation:\*** Approve amendments to SANBAG Policy 10111 relative to Military Leave to comply with the federal Uniformed Service Employment and Reemployment Rights Act.

**Background:** SANBAG Policy 10111, Work Hours, Leaves, and Absences, contains provisions for SANBAG employees on military leave. This policy needs to be updated to comply with the Uniformed Service Employment and Reemployment Rights Act, as well as the California Military and Veterans Code. The proposed modifications are highlighted in the attached excerpt from SANBAG policy.

Under the proposed policy, SANBAG employees absent due to military leave may utilize vacation leave, leave without pay, or be provided the opportunity to make up time missed from work. Employees on military leave may not be required to use their accrued leave. Additionally, employees on temporary or active duty military leave are entitled to regular salary for up to thirty calendar days in a fiscal year. Employees on military leave are provided the right to return to their positions following completion of military duty.

**Financial Impact:** This item may have minor impacts upon the SANBAG budget related to employee absences for military duty.

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

Board Agenda Item  
June 7, 2006  
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***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Administrative Committee on May 10, 2006.

***Responsible Staff:*** Deborah Robinson Barmack  
Director of Management Services

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San Bernardino Associated Governments	Policy	10111
Adopted by the Board of Directors April 3, 1991	Revised	5/10/06 9/7/05
Work Hours, Leaves, and Absences	Revision No.	6 5

#### IV. DEFINITIONS

**Military Leave.** Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.

#### XV. MILITARY LEAVE

~~In accordance with the Military and Veterans Code of the State of California, regular employees who are members of the reserve corps of the Armed Forces, National Guard, or Naval Militia are entitled to a maximum of 180 calendar days of unpaid leave of absence when ordered to active military duty. Employees with one-year continuous employment immediately prior to the leave will be paid for the first 30 calendar days of active military leave per fiscal year, as provided in the California Military and Veterans Code.~~

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Service Employment and Reemployment Rights Act of 1994, a SANBAG employee, regular or extra-help, may be entitled to the following rights concerning military leave:

- A. **Notice and Orders.** All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, a copy of military orders must accompany the request for leave.
- B. **Temporary Duty.** Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, administrative, holiday, and sick leave, and step advances that would have been enjoyed had the employee not been absent, providing such employee has been employed by SANBAG for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive his or her regular salary or compensation, pursuant to section D.



- C. Active Duty.** Employees who resign from position to serve the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to former classification upon serving written notice to the appointing authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such status as the employee would have if the employee had not so resigned.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U. S. C. §§ 4301-4333. Specifically, a returning employee will receive restoration of original hire and benefit date, salary step, vacation accrual rate, administrative leave accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate, and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, administrative leave, sick leave, or other benefit while absent from SANBAG employment, except as provided in the temporary duty provision.

- D. Compensation** - This provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in sections B and C. shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.

#### XVIII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/03/91
1	<ul style="list-style-type: none"> <li>- Added definitions to provide specific citation of State and Federal requirements, as well as to provide clarity for those interpreting SANBAG personnel policies.</li> <li>- Authorized the SANBAG Executive Director to interpret SANBAG policies to handle administrative interpretations.</li> <li>- Provided more specificity with respect to regular, part-time, and temporary employee work hours.</li> <li>Authorized the Executive Director to modify the established workday, as necessary. Expanded on the reporting of hours worked to reflect daily, actual hours worked and consideration of minimum agency requirements. Clarified differences between exempt and non-exempt work standards, as well as requirements related to payment of overtime and compensatory time off. Eliminated paid vacation, holiday, and sic from time worked for purposes of calculating overtime, as provided in the Fair Labor Standards Act.</li> <li>- Added provisions for part-time employee vacation accrual rates. Incorporated Internal Revenue Service</li> </ul>	03/01/00

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	<ul style="list-style-type: none"> <li>requirements relative to declaration of cash outs and imposition of penalties.</li> <li>- Eliminated the ability to allocate Administrative Leave to the Cafeteria Plan.</li> <li>- Established holiday accrual rates for part-time employees. Eliminated the ability to cash out holiday time and established an expectation that holidays will be taken on the date specified.</li> <li>- Provided specific standards for use of sick leave, return to work orders, and examinations. Specified sick leave accrual rates for part-time employees.</li> <li>- Expanded the explanation of pregnancy disability, family medical, blood donor, jury duty, and military leaves to provide a better general description and references for those interpreting SANBAG personnel policies.</li> <li>- Expanded language to provide clarity for leave of absence and unauthorized absence.</li> </ul>	
2	<ul style="list-style-type: none"> <li>- Par. II. AUTHORIZATION: Moved from par. IV into its own paragraph.</li> <li>- Par. III. REFERENCES: Added reference to Policy 10110, Employment Status and Classification.</li> <li>- Par. IV. DEFINITIONS: Removed definitions for exempt, non-exempt, regular, and temporary employees since those terms are now defined in Policy 10110, where the terms properly belong.</li> <li>- Par. VIII. ADMINISTRATIVE LEAVE: Revised to change "A maximum of 80 hours of administrative leave may be accrued." to "A maximum of twice the annual award of administrative leave may be accrued."</li> </ul> <p>Also changed the cash out of administrative leave to be the same as for vacation leave.</p> <p>- Formatting changes made throughout policy to convert policy into current SANBAG policy format.</p>	04/03/02
3	<p>Par. IV: Added Medical Emergency Leave definition.</p> <p>Par. VIII: Added new paragraph on Medical Emergency. Re-numbered subsequent paragraphs.</p>	09/04/02
4	<p>Par. III. REFERENCES: Added Policy 10122-1, Flexible Benefit Plan.</p> <p>Par. XI, second paragraph: Added reference to Policy 10122-1.</p> <p>Par. XII.A: Added reference to Policy 10122-1.</p> <p>Par. XVI.B: Added reference to Policy 10122-1.</p>	01/05/05
5	<p>Par. XI: Modified maximum pregnancy disability leave for eligible employees from 123 calendar days to four months in accordance with State law; corrected an error in the amount of time SANBAG will continue benefits for unpaid Pregnancy Disability Leave for up to six pay periods, rather than six weeks; requires written notice five days in advance of pregnancy disability leave, unless the commencement of leave was not foreseeable."</p> <p>Par. XVI.B: Edited to add "...for reasons other than Pregnancy Disability Leave, Family Medical Leave, or California Family Rights leave..."</p>	09/07/05
6	<p>Par. IV: Added definition for Military Leave.</p> <p>Par. XV. MILITARY LEAVE: Revised to reflect the USERRA (Uniformed Services Employment and Reemployment Rights Act) military leave benefits revised in December 2005</p>	

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 6

**Date:** June 7, 2006

**Subject:** Disadvantaged Business Enterprise (DBE) Race-Neutral Program

**Recommendation:**\* Approve Contract 06-071 with the California Department of Transportation relative to the Disadvantaged Business Enterprise Race-Neutral Implementation with no cost implications.

**Background:** The California Department of Transportation (Caltrans) was required by a Ninth Circuit Court of Appeals decision, Western States Paving Co., Inc. v. Washington Department of Transportation et al. to reevaluate its Disadvantaged Business Enterprise (DBE) program to constitutionally support the use of race-conscious DBE goals. Caltrans began a review of the race-conscious DBE program in December 2005 and concluded the evaluation on May 1, 2006. During the evaluation period, Caltrans solicited evidence and comments that would provide it with information necessary to maintain a race-conscious DBE program. The type of information that was solicited included, but was not limited to, disparity studies, studies related to discrimination in the transportation contracting industry, studies documenting discriminatory barriers associated with bonding and financing DBEs, formal complaints filed by DBEs alleging discrimination and information related to the frequency in which prime contractors solicited DBEs on non-goal contracts.

After a 90-day public comment period and a 30-day review period, on May 1, 2006 Caltrans notified FHWA and FTA that although there were some

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

suggestions of discrimination, the data lacks sufficient evidence to satisfy the strict scrutiny and newly established evidentiary standards set forth by the Ninth Circuit Court of Appeals in order to continue with a race-conscious DBE program. Consequently, effective May 1, Caltrans and its federal transportation assistance subrecipients must implement a DBE race-neutral program pending the results of a more comprehensive study of the facts.

As part of the transition to a race-neutral DBE program, each of the federal transportation assistance subrecipients must submit a "Race-neutral DBE Implementation Agreement" formally acknowledging the local agency's responsibilities under the Caltrans race-neutral DBE Program. The deadline to submit this agreement to Caltrans Local Assistance is June 1, 2006. SANBAG Contract No. 06-071 is the standard contract required by all agencies contracting with Caltrans and is recommended for approval.

***Financial Impact:*** This item has no direct impact on the adopted budget. There are significant cost implications to SANBAG associated with compliance with the Caltrans DBE requirements which would place all federal funds associated with SANBAG's projects in jeopardy. Staff activities associated with this item are consistent with the adopted budget.

***Reviewed By:*** This contract was reviewed by Legal Counsel. This item was reviewed by the Administrative Committee on May 10, 2006, and unanimously recommended for approval.

***Responsible Staff:*** Ryan Graham, Transportation Planning Specialist

# **DISADVANTAGED BUSINESS ENTERPRISE RACE-NEUTRAL IMPLEMENTATION AGREEMENT**

For the agency of San Bernardino Associated Governments, hereinafter referred to as "RECIPIENT."

## **I Definition of Terms**

The terms used in this agreement have the meanings defined in 49 CFR § 26.5.

## **II OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)**

The RECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, the RECIPIENT will sign the California Department of Transportation's Disadvantaged Business Enterprise Implementation Agreement (hereinafter referred to as Agreement). The RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to local agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR, Part 26 requirements. It is the policy of the RECIPIENT to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
- To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in DOT-assisted contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

## **III Nondiscrimination (§26.7)**

RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, the RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### **IV Annual DBE Submittal Form (§26.21)**

The RECIPIENT will provide to the Caltrans' District Local Assistance Engineer (DLAE) a completed DBE Annual Submittal Form by June 1 of each year for the following Federal Fiscal Year (FFY). This form includes an Annual Anticipated DBE Participation Level (AADPL), methodology for establishing the AADPL, the name, phone number, and electronic mailing address of the designated DBELO, and the choice of Prompt Pay Provision to be used by the RECIPIENT for the following FFY.

#### **V Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)**

RECIPIENT will assist Caltrans to achieve its Overall Statewide DBE Goal by race neutral means that may include, but are not limited to the following:

1. Advertising solicitations, scheduling bidding periods and opening times, and packaging quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation.
2. Providing assistance to DBE and small businesses in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, and providing services to help DBEs and other small businesses obtain bonding and financing).
3. Providing technical assistance and other services to DBE and small businesses.
4. Providing information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs and other small businesses on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors including DBE's and small businesses; providing the information in languages other than English, where appropriate).
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses.
6. Providing services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency.
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has been historically low.
8. Assisting DBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic media.
9. Implementing or developing a mentor-protégé program.

## **VI Quotas (§26.43)**

RECIPIENT will not use quotas or set-asides in any way in the administration of the local agency component of the DBE Program Plan.

## **VII DBE Liaison Officer (DBELO) (§26.25)**

RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan, as it pertains to the RECIPIENT, and ensures that the RECIPIENT is fully and properly advised concerning DBE Program Plan matters. [Specify resources available to the DBELO; e.g., the DBELO has a staff of two professional employees assigned to the DBE program on a full-time basis and two support personnel who devote a portion of their time to the program.] The name, address, telephone number, electronic mail address, and an organization chart displaying the DBELO's position in the organization are found in Attachment A to this Agreement. This information will be updated annually and included on the DBE Annual Submittal Form. The DBELO is responsible for developing, implementing, and monitoring the RECIPIENT's requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine projected Annual Anticipated DBE Participation Level.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.

## **VIII Federal Financial Assistance Agreement Assurance (§26.13)**

RECIPIENT will sign the following assurance, applicable to and to be included in all DOT-assisted contracts and their administration, as part of the program supplement agreement for each project. The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR,

Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

## **IX DBE Financial Institutions (§26.27)**

It is the policy of the RECIPIENT to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Information on the availability of such institutions can be obtained from the DBELO. The Caltrans' Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

## **X Directory (§26.31)**

RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's website at [www.dot.ca.gov/hq/bep](http://www.dot.ca.gov/hq/bep).

## **XI Required Contract Clauses (§§26.13, 26.29)**

RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

### **A. CONTRACT ASSURANCE**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

### **B. PROMPT PAYMENT**

#### **Prompt Progress Payment to Subcontractors**

A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days are applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor,



deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

### **Prompt Payment of Withheld Funds to Subcontractors**

The local agency shall include either (1), (2), or (3) of the following provisions [local agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30-days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30-days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

## **XIV Local Assistance Procedures Manual**

The RECIPIENT will advertise, award and administer DOT-assisted contracts in accordance with the most current published Local Assistance Procedures Manual (LAPM).

## **XV Bidders List (§26.11)**

The RECIPIENT will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its DOT-assisted contracts. The bidders list will include the name, address, DBE/non-DBE status, age, and annual gross receipts of the firms.

## **XVI Reporting to the DLAE**

RECIPIENT will promptly submit a copy of the Local Agency Bidder-DBE Information (Exhibit 15-G or Exhibit 10-O of the LAPM) to the DLAE at the time of execution of consultant or construction contract award. RECIPIENT will promptly submit a copy of the Final Utilization of DBE participation to the DLAE using Exhibit 17-F of the LAPM immediately upon completion of the contract for each consultant or construction contract.

## **XVII Certification (§26.83(a))**

RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program will participate as DBEs on DOT-assisted contracts.

## **XVIII Confidentiality**

RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

## **SAN BERNARDINO ASSOCIATED GOVERNMENTS:**

By: \_\_\_\_\_  
Kelly J. Chastain, President

## **APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Jean Rene-Basle, SANBAG Counsel

This California Department of Transportation's Disadvantaged Business Enterprise Program Plan  
Implementation  
Agreement is accepted by:

\_\_\_\_\_  
Sean Yeung, District 8 DLAE

\_\_\_\_\_  
[Print Name of DLAE]

## *Minute Action*

AGENDA ITEM: 7

**Date:** May 17, 2006

**Subject:** Memorandum of Agreement (MOA) No. 07-005 among the County Transportation Commissions (CTCs) to Collaboratively Develop the Southern California Goods Movement Strategy

**Recommendation:**\* Approve Memorandum of Agreement No. 07-005 among the CTCs (Attachment 1) for collaborative development of the regional freight movement strategy.

**Background:** The burgeoning freight movement through Southern California poses significant infrastructure and environmental challenges, but also imposes a need for improved intercounty coordination and ultimately, an institutional arrangement for financing, delivery, and operation of new components of the regional transportation system. This MOA commits the CTCs to improved cooperation and coordination, and can also be seen as a first step toward consideration of institutional arrangements suited to undertake project management and financing, including partnerships with private entities, on a multicounty scale. This MOA does not establish new authority(ies) for sponsorship or delivery of transportation improvements beyond authorities already granted by state law, nor does it change current institutional structures. It does reflect growing recognition that new authority may be needed regarding the public-private partnerships that are viewed as keys to the success of several of the goods movement initiatives under consideration, and that a new institutional structure may be needed as well, particularly in regard to public agency interaction with private financial interests.

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

BRD0606a-ty  
0611102  
Attachment: a07005.doc

Board Agenda Item  
June 7, 2006  
Page 2 of 2

***Financial Impact:*** This item has no fiscal impact and is consistent with the approved Fiscal Year 2005-2006 Budget.

***Reviewed By:*** The item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on May 17, 2006.

***Responsible Staff:*** Ty Schuiling, Director of Planning and Programming

BRD0606a-ty  
0611102  
Attachment: a07005.doc

# MEMORANDUM OF AGREEMENT

**NO. 07-005**

AMONG

COUNTY TRANSPORTATION COMMISSIONS  
TO COLLABORATIVELY DEVELOP THE  
SOUTHERN CALIFORNIA GOODS MOVEMENT STRATEGY

This Memorandum of Agreement No. 07-005 herein referred to as "MOA", is entered into as of \_\_\_\_\_, 2006 by and among the County Transportation Commissions ("CTCs") of Southern California, namely the Los Angeles County Metropolitan Transportation Authority ("MTA"), Orange County Transportation Authority (OCTA"), Riverside County Transportation Commission ("RCTC"), San Bernardino Associated Governments ("SANBAG"), and the Ventura County Transportation Commission ("VCTC"). Each of the agencies described above (as well as any agencies joining this MOA in the future) shall be collectively referred to herein as the "CTCs".

WHEREAS, the combined ports of Los Angeles and Long Beach are the largest gateway for containerized imports into the United States and the fifth largest port in the world; and the Port of Hueneme is among the nation's leaders in fresh produce and fruit exports and automobile imports; and

WHEREAS, Southern California serves as the principal conduit of goods between the United States and Asia at major cost to its transportation infrastructure, environmental quality and human health, and community livability; and

WHEREAS, goods movement within Southern California comprises an important regional economic opportunity if transportation, environmental health, and community impacts can be remedied; and

WHEREAS, the MTA, OCTA, RCTC, SANBAG, and VCTC have a common interest to address the transportation deficiencies, environmental challenges, and economic opportunities associated with goods movement in and through Southern California; and

WHEREAS, it is envisioned that many of the plans, policies, strategies, and projects to address the challenges and grasp the opportunities afforded by goods movement in Southern California will be multi-county in scope; and

WHEREAS, collaboration and cooperation among the CTCs to develop these goods movement plans, policies, strategies, and projects, and similar collaboration in the areas of public outreach and political advocacy is expected to yield the best results for Southern California as a whole.

NOW, THEREFORE, BE IT RESOLVED that:

1. A collaborative effort will be undertaken by the CTCs in order to formulate a cohesive goods movement plan and policies for Southern California, and in order to prioritize and phase the strategies, projects, and measures to address transportation, environmental, and

community issues associated with goods movement within and through Southern California.

2. Each CTC shall designate a lead staff for all communications and correspondence among the CTCs pursuant to this MOU.
3. Each CTC shall make a good faith effort to notify other CTCs regarding discussions or negotiations on regional goods movement issues with federal, state, private sector, or other CTC representatives.
4. The CTCs recognize the benefits of having defined regional points of contact, and will establish such as needed for various goods movement negotiations, initiatives, and decision-making.
5. The CTCs commit to have regular discussions regarding their efforts in regional goods movement as part of the quarterly Regional Transportation Agencies Coalition meetings, monthly meetings among the Executive Directors of the CTCs, and through the Multi-County Goods Movement Action Plan.
6. It is not the intent of this agreement to establish new authority(ies) for sponsorship or delivery of transportation improvements beyond authorities already granted by state law absent possible future agreements defining a regional goods movement formal structure, as described herein.
7. This MOA will take effect upon signing by all the CTCs, and may be amended only by written revision, signed by all the CTCs.
8. This agreement will remain in effect for a period of three years from the date of execution.
9. Other public agencies responsible for aspects of goods movement in Southern California may become signatories to this agreement by amendment to this agreement.
10. Any CTC may cease to be a party to this agreement by providing written notice of such termination to all other signatories

IN WITNESS WHEREOF, the parties have signed this MOA on the dates set forth below their signatures.

MTA

OCTA

RCTC

SANBAG

VCTC

- 
- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 8

**Date:** June 7, 2006

**Subject:** Agreement with the Riverside County Transportation Commission (RCTC) for the implementation of Trip Reduction/Ridesharing services.

**Recommendation:\*** Approve Contract No. 07-002 with RCTC from July 1, 2006 through June 30, 2007, not to exceed \$1,148,500, as outlined in the Financial Impact Section below.

**Background:** SANBAG has been involved in the funding and implementation of ridesharing and trip reduction services since the agency's inception. Since Fiscal Year (FY) 2002/2003, SANBAG has funded all of its rideshare programs through agreements with other county transportation commissions (CTCs), including, database management, ridematching, teleservices, incentive programs and direct employer and commuter assistance. This past year, SANBAG and the other local CTCs have introduced several new rideshare products and services. Enhancements have been made to the very popular website, CommuteSmart.info. A program was developed and implemented to assist ridesharing commuters with trips home in the case of an emergency. And all of the CTCs have promoted and enhanced their programs to provide alternatives to commuting as a result of rising gas prices. RCTC has managed the SANBAG rideshare programs since 1993. Since RCTC has done an excellent job managing this program, it is recommended to execute a new contract for FY 2006/2007.

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*Approved*  
*San Bernardino Associated Governments*  
*Board of Directors*

*Date:*

*Moved*

*Second:*

*In Favor*

*Opposed*

*Abstained:*

*Witnessed:* \_\_\_\_\_

Attachment A outlines the FY 2006/2007 Scope of Work for the provision of these services. In summary, RCTC (through its contractor Inland Transportation Services, or ITS) will provide the following services for employers and commuters within the County:

1. Option Rideshare incentive program, and Team Ride reward program;
2. Technical and programmatic assistance to county employers;
3. Maintenance of a regional commuter database;
4. Survey and rideguide dissemination;
5. Teleservices function, responding to phone, FAX and internet inquiries from commuters and employers;
6. Outreach, marketing campaigns and promotional efforts;
7. Special projects and one time studies/surveys; and
8. Coordination and participation on local, regional and state committees.

The only anticipated rideshare element to be implemented in FY 2006/2007 and not executed through the RCTC contract, will be certain regional marketing activities. These activities will most likely be implemented on behalf of the region by the Los Angeles Metropolitan Transportation Authority (MTA) and are estimated to be less than \$20,000.

The county trip reduction/rideshare program is funded through federal Congestion Mitigation/Air Quality (CMAQ) funds, which were awarded by the SANBAG Board through a competitive process. The rideshare program funding has also been programmed in the Regional Transportation Improvement Program and included in the Regional Transportation Plan. As a transportation control measure, ridesharing strategies are needed in order to assist the region in meeting its air quality and transportation conformity goals.

**Financial Impact:** The total contract amount is \$1,148,500 and is consistent with the draft FY 2006/2007 Budget. Funding sources are Measure I Valley Traffic Management and Environmental Enhancement Funds (\$131,733) and CMAQ (\$1,016,767) Task Number 40607000.

**Reviewed By:** This item was reviewed and unanimously approved by the Plans and Programs Committee on May 17, 2006. SANBAG Counsel has approved the contract as to form.

**Responsible Staff:** Marla Modell, Air Quality/Mobility Specialist  
Michelle Kirkhoff, Director of Air Quality/Mobility Programs



by and between

San Bernardino Associated Governments

and

Riverside County Transportation Commission

for

**Implementation of FY 2006/07 Trip Reduction/Rideshare Program****FOR ACCOUNTING PURPOSES ONLY**

X Payable <input type="checkbox"/> Receivable	Vendor Contract # _____	Retention: <input type="checkbox"/> Yes <input type="checkbox"/> No	X Original <input type="checkbox"/> Amendment
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**Notes:**

Original Contract:	\$ <u>1,148,500</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Current Amendment:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 1,148,500**

Please include funding allocation for the original contract or the amendment ↴

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Amounts</u>
1 <u>406C7002</u>	<u>6504</u>	1 <u>CMAQ</u>	<u>\$ 304,543</u>
2 <u>406C7002</u>	<u>6504</u>	2 <u>Measure I-TMEE</u>	<u>\$ 39,457</u>
3 <u>406C7002</u>	<u>6506</u>	3 <u>CMAQ</u>	<u>\$ 293,388</u>
4 <u>406C7002</u>	<u>6506</u>	4 <u>Measure I-TMEE</u>	<u>\$ 38,012</u>
5 <u>406C7002</u>	<u>6508</u>	5 <u>CMAQ</u>	<u>\$ 95,170</u>
6 <u>406C7002</u>	<u>6508</u>	6 <u>Measure I-TMEE</u>	<u>\$ 12,330</u>
7 <u>406C7002</u>	<u>6510</u>	7 <u>CMAQ</u>	<u>\$ 75,782</u>
8 <u>406C7002</u>	<u>6510</u>	8 <u>Measure I-TMEE</u>	<u>\$ 9,818</u>
9 <u>406C7002</u>	<u>6512</u>	9 <u>CMAQ</u>	<u>\$ 44,619</u>
10 <u>406C7002</u>	<u>6512</u>	10 <u>Measure I-TMEE</u>	<u>\$ 5,781</u>
11 <u>406C7002</u>	<u>6514</u>	11 <u>CMAQ</u>	<u>\$ 162,541</u>
12 <u>406C7002</u>	<u>6514</u>	12 <u>Measure I-TMEE</u>	<u>\$ 21,059</u>
13 <u>406C7002</u>	<u>6516</u>	13 <u>CMAQ</u>	<u>\$ 40,724</u>
14 <u>406C7002</u>	<u>6516</u>	14 <u>Measure I-TMEE</u>	<u>\$ 5,276</u>

Original Board Approved Contract Date: 6/1/06 Contract Start: 07/01/06 Contract End: 6/30/07

New Amend. Approval (Board) Date: \_\_\_\_\_ Amend. Start: \_\_\_\_\_ Amend. End: \_\_\_\_\_

**If this is a multi-year contract/amendment, please allocate costs among fiscal years:**

Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ NoIf no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes \_\_\_\_\_ %Task Manager: Michelle KirchoffContract Manager: Marla Modell

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

**AGREEMENT NO. 07-002**  
**BETWEEN**  
**SAN BERNARDINO ASSOCIATED GOVERNMENTS**  
**AND**  
**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**  
**FOR**  
**IMPLEMENTATION OF SAN BERNARDINO COUNTY FISCAL YEAR**  
**2006/2007 EMPLOYER AND COMMUTER**  
**TRIP REDUCTION/RIDESHARE PROGRAMS**

THIS AGREEMENT ("Agreement") is entered into as of this \_\_\_\_ day of June 2006, in the State of California by and between SAN BERNARDINO ASSOCIATED GOVERNMENTS, referred to herein as "SANBAG," and the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, referred to herein as "RCTC."

WHEREAS, SANBAG approved allocation of Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy to Users (SAFE-TEA LU) Congestion Mitigation and Air Quality (CMAQ) funds, and Measure I - Valley Traffic Management and Environmental Enhancement (TMEE) funds, to provide trip reduction services as well as incentives for the commuter programs; and,

WHEREAS, SANBAG requires professional and consulting services with respect to the provision of commuter services and programs within San Bernardino County; and,

WHEREAS, RCTC has managed the bi-county Inland Empire Commuter Services program since November 3, 1993, and has the expertise and resources necessary to manage such services for SANBAG.

NOW, THEREFORE, the parties agree as follows:

**A. Contract Services.**

1. RCTC will administer, market, and implement a commuter services program in coordination with RCTC's commuter services program and in coordination with the regional ridesharing core services program in compliance with and as specified in the scope of work, Attachment "A," attached hereto and incorporated herein by reference.

2. RCTC shall provide program administration and oversight and assure that its consultants and/or staff performs its services within the budgets set forth in the scope of work, Attachment "A."

3. RCTC shall provide SANBAG with a monthly statistical report of progress relative to tasks identified in the scope of work, Attachment "A", to this Agreement and in such detail as may be approved by SANBAG.

## B. Compensation.

1. It is understood that SANBAG funding for the program under this Agreement will not exceed one million one hundred and forty-eight thousand, five hundred dollars and no cents (\$1,148,500.00) and is being provided from the following sources:

(a) One million and sixteen thousand, seven hundred and sixty-seven dollars and no cents (\$1,016,767.00) from CMAQ funds, and

(b) One hundred and thirty-one thousand, seven hundred, thirty-three dollars and no cents (\$131,733.00) from San Bernardino County local ½ cent sales tax, Measure I-Valley Traffic Management and Environmental Enhancement (TMEE) funds.

It is agreed that SANBAG Measure I - TMEE will reimburse RCTC for the cost of purchasing any items not reimbursable by CMAQ, and invoices submitted to SANBAG shall clearly delineate CMAQ non-reimbursable expenditures. It is agreed that in the event sufficient funds from the sources set forth in (a) and (b) above do not become available to SANBAG for this Agreement, SANBAG may immediately terminate this Agreement with written notice, but shall pay to RCTC from other sources any amounts required to cover RCTC's costs to the date of Agreement termination.

2. SANBAG shall pay RCTC on a cost-reimbursement basis, based upon invoices which delineate charges based on tasks identified in the scope of work, Attachment "A." All invoices shall be provided to SANBAG no more frequently than on a bi-monthly basis and no less than a quarterly basis.

3. SANBAG shall be fully responsible for obtaining cost reimbursements of CMAQ funds.

4. SANBAG shall review all billings submitted by RCTC for accuracy and process payment based thereon to RCTC in a timely manner.

5. RCTC shall maintain during the terms of this Agreement and for three years thereafter accounting records which cover the receipt and disbursement of all funds provided for the programs administered and implemented under this Agreement. Such records shall be made available for inspection during normal business hours by duly authorized representatives of SANBAG, Caltrans, Federal Highway Administration, and the United States Department of Transportation.

## C. Term.

1. This Agreement shall commence on July 1, 2006 and terminate on June 30, 2007, unless it is extended by a written amendment approved by the parties.

2. Either party may terminate this Agreement by giving thirty (30) days written notice to the other for no or any reason, including, but not limited to, changes in legislation, rules and regulations impacting trip reduction programs. SANBAG shall pay for any service provided up to the effective date of the termination.

3. The Executive Directors of both RCTC and SANBAG shall have the authority in their sole discretion to give notice of termination on behalf of their respective

agencies.

D. Indemnification and Insurance.

1. (a) It is understood and agreed that neither RCTC nor any officer, official, employee, director, consultant, agent, or volunteer thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by SANBAG under or in connection with any work authority or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless RCTC, and all its officers, employees, consultants and agents from all claims, suits or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement.

(b) It is understood and agreed that neither SANBAG nor any officer, official, employee, director, consultant, agent, or volunteer thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by RCTC under or in connection with any work authority or jurisdiction delegated to RCTC under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, RCTC shall fully defend, indemnify and save harmless SANBAG, and all its officers, employees, consultants and agents from all claims, suits or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RCTC or its consultants under or in connection with any work, authority or jurisdiction delegated to RCTC under this Agreement.

2. Commercial General Liability Insurance. RCTC and its consultants shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:

(a) Name SANBAG, its officials, officers, employees, agents, and consultants as insured with respect to performance of Services. Such insured status shall contain no special limitations on the scope of its protection to the above-listed insured.

(b) Be primary with respect to any insurance or self insurance programs covering SANBAG, its officials, officers, employees, agents, and consultants.

(c) Contain standard separation of insured provisions.

3. Business Automobile Liability Insurance. RCTC and its consultants shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

4. Workers' Compensation Insurance. RCTC and its consultants shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per accident.

## 5. Certificates/Insurer Rating/Cancellation Notice.

(1) RCTC and its consultants, prior to commencement of the Services, shall furnish and require its subcontractors to furnish to SANBAG properly executed certificates of insurance, and certified copies of endorsements, and policies if requested by SANBAG, which shall clearly evidence all insurance required in this Section. RCTC and its consultants shall not allow such insurance to be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior to written notice to SANBAG.

(2) RCTC shall maintain and shall require its consultants to maintain such insurance from the time the Services commence until the Services are completed, except as may be otherwise required by this Section.

(3) RCTC may legally self insure, but shall require its consultants to place insurance with insurers having an A.M. Best Company rating of no less than A: VIII and licensed to do business in California.

(4) RCTC and its consultants shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the Services.

### E. Rights of SANBAG.

The Executive Directors of both SANBAG and RCTC shall have full authority to exercise their respective entity's rights under this contract.

### F. Ownership of Materials/Confidentiality/Use of Data.

(1) Ownership. All materials and data, including data on magnetic media, prepared by RCTC under this Agreement shall become the common property of the RCTC and SANBAG. RCTC and SANBAG shall not be limited in any way in its use of such data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the respective party's sole risk and provided that the other party shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement. Neither party to this Agreement shall sell the data or other materials prepared under this Agreement without the written permission of both parties.

(2) Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials described in subsection (1) either created by or provided to RCTC in connection with the performance of this Agreement shall be held confidential by RCTC. Such materials shall not, without the prior written consent of SANBAG, be used by RCTC for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to RCTC that is otherwise known to RCTC or is generally known, or has become known, to the related industry shall be deemed confidential. RCTC shall not use SANBAG's name or insignia, photographs of the project, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SANBAG.

(3) Use of Data. All data shall be provided to SANBAG in hard copy and electronic media. Data in electronic media shall be provided in a form that will allow SANBAG to use, access, and manipulate the data to prepare reports and perform other ridematching activities contemplated by this Agreement.

G. Independent Contractor. SANBAG retains RCTC on an independent contractor basis and RCTC and its consultants shall not be employees of SANBAG. The consultants and other personnel performing the Services under this Agreement on behalf of RCTC shall at all times be under RCTC's exclusive direction and control. RCTC shall pay all wages, salaries, and other amounts due its employees in connection with their performance of Services under this Agreement and as required by law. RCTC shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

H. Attorneys' Fees and Costs. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Paragraph 3E, Indemnification and Insurance.

I. Consent. Whenever consent or approval of any party is required under this Agreement, that party shall not unreasonably withhold nor delay such consent or approval.

IN WITNESS THEREOF, THE AUTHORIZED PARTIES HAVE BELOW SIGNED AND EXECUTED THE AGREEMENT ON THE EFFECTIVE DATE:

SAN BERNARDINO ASSOCIATED  
GOVERNMENTS

RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION

\_\_\_\_\_  
Kelly Chastain, President

\_\_\_\_\_  
Marion Ashley, Chairman

REVIEWED AND RECOMMENDED  
FOR APPROVAL


REVIEWED AND RECOMMENDED  
FOR APPROVAL

\_\_\_\_\_  
Mark A. Grasso, Executive Director

\_\_\_\_\_  
Eric A. Haley, Executive Director

APPROVED AS TO FORM FOR SANBAG

APPROVED AS TO FORM FOR RCTC

  
\_\_\_\_\_  
Jean-Rene Basle, SANBAG Counsel

\_\_\_\_\_  
Best, Best & Krieger, RCTC Counsel

**Scope of Work**  
**San Bernardino Employer and Commuter Assistance Programs**  
**Fiscal Year 2006-07**

**Inland Empire Rideshare Services**

Provide a variety of services to employers and commuters, who participate in trip reduction activities. Activities shall include, but not be limited to: employer technical assistance, promotions, production, coordination/dissemination of surveys and resulting instruments, Rideshare Connection broadcast facsimiles, networking meetings and coordination with other rideshare agencies and service providers. Assist multi-site and multi-jurisdictional headquarters employers within the County as well as related worksites outside of the County. Oversee and maintain a regional website (CommuteSmart.info) and other regional products/outreach as assigned. Respond to inquiries generated from 1-800-COMMUTE, 1-866-RIDESHARE, CommuteSmart.info, as well as direct referrals. Oversee and maintain a regional database of commuters, working with the five county transportation commissions (CTCs) throughout the region. Assist in the County's leased Park'N'Ride lot program. Conduct special projects and studies, as assigned.

**Related Expenses:**

Includes labor, office expenses, marketing, office equipment, telephone and other direct expenses.

**Goals:**

1. Implementation of commuter assistance programs to approximately 340 regulated and non-regulated employer worksites in San Bernardino County, to assist in the development and implementation of trip reduction programs and for technical assistance.
2. Work with 75 employers on AVR/Transportation surveys and AVR calculations.
3. Maintain an accurate database of 47,000 active San Bernardino County commuter registrants, resulting from completed commuter surveys at 75 San Bernardino County employers.
4. Disseminate 6,900 RideGuides to San Bernardino County commuters at 340 worksites. Those commuters not requesting a RideGuide (41,000) will each receive a generic piece on the benefits of ridesharing and contact information (called RideSmart Tips).
5. Provide assistance to two multisite/multijurisdictional headquarters located in San Bernardino County representing 10 worksites in San Bernardino, Riverside, as well as Los Angeles and Orange counties.
6. Develop and implement three employer transportation network meetings, one promotional marketing campaign at San Bernardino employer worksites, and other events.
7. Produce and disseminate other regional marketing materials, as stand alone campaigns within the Inland Empire or regional campaigns in coordination with the five CTCs.
8. Broadcast 14 Rideshare Connection facsimiles to San Bernardino County employers.
9. For the two-county area, respond to 2,375 inquiries/calls from commuters who work or reside in San Bernardino or Riverside counties, via 1-866-RIDESHARE, 1-800-COMMUTE, CommuteSmart.info, direct referrals and other internet sources. Of these 2,375 inquiries, 1,050 RideGuides will be generated. In addition, 914 persons will register in the database via the [www.ridematch.info](http://www.ridematch.info) website.

10. Complete special projects, including: update/revise survey tools and instruments to measure all program's effectiveness, evaluate ways to incorporate the regional guaranteed ride home program upon its conclusion.

### **Rideshare Incentive Programs**

Offers San Bernardino County residents who commute to work, up to \$2 a day (in local merchant gift cards) for each day they participate in a rideshare mode, during a three-month period. Provide a reward program (Team Ride/Rideshare Plus) which provides ongoing rideshares who reside in San Bernardino County a club card providing membership to over 400 restaurants, as well as entertainment venues throughout the southland.

#### **Related Expenses:**

Includes labor, office expenses, marketing, office equipment, telephone, direct commuter incentives (gift cards/vouchers/ subsidies) and other direct expenses.

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#### **Goals:**

1. The Option Rideshare program will enlist 1,480 County residents, who commute to work to 130 employers in Southern California. These participants on average have a one-way commute distance of 23.79 miles and the goal is to reduce 1,095 vehicles from the roadways.
2. Team Ride registrants will consist of 3,665 members by the end of December 2006, when the program is at its highest membership. Members will work at employment sites from 340 employers throughout Southern California. New members brought into the program will total 1,975.



## *Minute Action*

AGENDA ITEM: 9

**Date:** June 7, 2006

**Subject:** Amend Agreement with Cingular Wireless LLC for analogue call box services.

**Recommendation:**\* 1. Approve Amendment No. 2 to Contract 00-044 to extend the contract with Cingular Wireless LLC for 35 call boxes which remain on analogue service, until June 30, 2008, and

2. Reduce the contract amount by \$60,000.00, to a new contract not-to-exceed amount of \$790,000.00, as outlined in the Financial Impact Section below.

**Background:** **This is an Amendment to an Existing Contract.** In the spring of 2000, the San Bernardino Service Authority for Freeway Emergencies (SAFE) undertook a competitive process for the provision of analogue cellular services for the countywide call box program. AT&T Wireless (AWS) was the successful Proposer, and has provided the service since April 2000 and merged with Cingular Wireless (now Cingular Wireless, LLC) in 2006. Since the Federal Communications Commission ruled that cellular providers no longer need to maintain analogue cellular services, the SAFE undertook a transition of its call boxes from analogue to digital cellular services, and this transition was completed in the fall of 2006. Cingular was also the successful bidder in providing digital cellular services to the SAFE as well.

\*

*Approved  
Board of Directors*

*Date:*

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

However, not every call box was able to successfully transition from analogue to digital before the end of the current Cingular analogue contract, which is June 30, 2006. There are approximately 35 call boxes located in rural areas of the county, which remain on analogue because a digital signal is not strong enough to fully convert the call box over. Therefore, an amendment is required to the current analogue contract so that the 35 call boxes which remain on analogue will continue to provide service, until a digital signal is available. The recommendation is to continue the analogue contract for at least two years, which will allow time for Cingular to strengthen its digital coverage in these rural areas. Should the remaining call boxes convert to a digital signal prior to the new contract end date of June 30, 2008, then the contract will be terminated and those boxes will be covered under the digital contract.

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Since the contract end is near and the amount of call boxes which remain on analogue is known, Staff also requests to reduce the contract amount from \$850,000 to \$790,000.

**Financial Impact:** The total contract amount has been reduced by \$60,000 to a new not-to-exceed contract total of \$790,000 and funds have been included in the draft FY 2006/2007 budget for these services, TN 70207000, funding source is Department of Motor Vehicle Fees.

**Reviewed By:** This item was reviewed and unanimously approved by the Plans and Program Committee on May 17, 2006. This item has been reviewed as to form by SAFE Counsel.

**Responsible Staff:** Michelle Kirkhoff, Director of Air Quality/Mobility Programs  
Marla Modell, Air Quality/Mobility Programs Specialist

**SANBAG Contract No. 00-044-02**

by and between

San Bernardino Service Authority For Freeway Emergencies

and

Cingular Wireless LLC

for

Call Box Analogue Cellular Services

FOR ACCOUNTING PURPOSES ONLY			
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # CW3	Retention: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment
Notes:			
Original Contract:	\$ 850,000.00	Previous Amendments Total:	\$ 0.00
Contingency Amount:	\$ 0.00	Current Amendment:	\$ <60,000.00>
Contingency Amount requires specific authorization by Task Manager prior to release.			
CONTRACT TOTAL →			\$ 790,000

Please include funding allocation for the original contract or the amendment →

Task	Cost Code	Funding Sources	Amounts
1 70207000	5520	1 <u>DMV Registration Fees</u>	<u>\$3,150.00</u>
2 70208000	5520	2 <u>DMV Registration Fees</u>	<u>\$3,150.00</u>
3 _____	_____	3 _____	\$ _____
4 _____	_____	4 _____	\$ _____

Original Board Approved Contract Date:	<u>4/5/00</u>	Contract Start:	<u>4/5/00</u>	Contract End:	<u>6/30/06</u>
New Amend. Approval (Board) Date:	<u>6/7/06</u>	Amend. Start:	<u>7/1/06</u>	Amend. End:	<u>6/30/08</u>
If this is a multi-year contract/amendment, please allocate costs among fiscal years:					
Fiscal Year: 0607	Fiscal Year: 0708	Fiscal Year:			
\$3,150	\$3,150				
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No					
CONTRACT MANAGEMENT					
Please mark an "X" next to all that apply:					
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local					
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %					
Task Manager: <u>Michelle Kirkhoff</u>			Contract Manager: <u>Marla Modell</u>		

Michelle Kirkhoff 5/10/06  
Task Manager Signature Date

[Signature]  
Chief Financial Officer Signature Date

[Signature] 5/10/06  
Contract Manager Signature Date

# **Amendment No. 2 to Contract No. 00-044**

**By and Between**

**SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES**

**And**

**CINGULAR WIRELESS LLC**

**For**

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## **THE PROVISION OF ANALOGUE CELLULAR SERVICES TO THE SAN BERNARDINO COUNTY CALL BOX SYSTEM**

WHEREAS, the San Bernardino Service Authority for Freeway Emergencies, hereinafter referred to as "SAFE" and Cingular Wireless LLC, and referred to herein as "CONTRACTOR", have previously entered into a contract effective April 5, 2000, wherein SAFE engaged CONTRACTOR to provide analogue cellular services for the San Bernardino County call boxes; which contract is hereinafter referred to as the "Contract"; and,

WHEREAS, SAFE and CONTRACTOR desire to amend the Contract to extend the Contract for two additional years for CONTRACTOR to perform the agreed upon work;

NOW THEREFORE, SAFE, and CONTRACTOR agree to amend the Contract as follows:

1. SECTION I.2, Term. The first sentence is amended to read as follows:  
  
Unless earlier terminated as provided herein, the term of this Contract shall be from April 5, 2000 to June 30, 2008.
2. SECTION III.1, Fees and Payments. The fifth sentence is amended to read as follows:  
  
The total amount of compensation and resulting reimbursement shall not exceed seven hundred and ninety thousand dollars and no cents (\$790,000.00), which amount may not be exceeded without a duly approved amendment.
3. All other portions of this Contract shall remain in full force and effect and are incorporated herein by this reference.

**IN WITNESS WHEREOF**, the authorized parties have below signed and executed this Amendment to the Contract, and shall be effective on the date set forth above.

SAN BERNARDINO SERVICE AUTHORITY  
FOR FREEWAY EMERGENCIES

CINGULAR WIRELESS LLC

\_\_\_\_\_  
Kelly Chastain, President

\_\_\_\_\_  
Larry Lafferty, Global Account Manager

REVIEWED AND RECOMMENDED FOR  
APPROVAL

\_\_\_\_\_  
Mark A. Grasso, Executive Director

APPROVED AS TO LEGAL FORM FOR  
SAFE

  
\_\_\_\_\_  
Jean-Rene Basle, SAFE Counsel

## *Minute Action*

AGENDA ITEM: 10

**Date:** June 7, 2006

**Subject:** Program to Address Critical Habitat Issues (Indirect Impacts) Associated with Major Measure I Expenditure Plan Projects

**Recommendation:\*** Receive information regarding progress on strategy to minimize transportation project costs and delays associated with proximity to critical habitat

**Background:** In June, 2005, the Board directed staff to coordinate academic, institutional, and stakeholder participation in development of a strategy to minimize transportation project costs and delays associated with proximity to critical habitat. Based on this direction, SANBAG staff has initiated meetings with interested parties from the academic community, institutions and data repositories such as the San Bernardino County Museum, and other interests in development of a strategy, separate from the Measure I Strategic Plan, to address this issue and to ensure that the Measure I 2010-2040 transportation program is not the unintended principal source of funding to mitigate the impacts of land development on endangered species habitat.

One of the initial activities was the distribution of a questionnaire to local jurisdictions in January 2006 for the purpose of identifying and assembling information on existing local habitat-related initiatives. The questionnaire is included as Attachment A to this agenda item. The responses received to date indicate that most jurisdictions have existing programs of habitat conservation, impact mitigation, and land acquisition related to preservation of habitat for threatened and endangered species. Much of this is on a project-by-project level, but more comprehensive habitat conservation programs also exist.

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

A small working group of individuals representing the County of San Bernardino, County Museum and other habitat conservation interests has been meeting to discuss the available biological data, current activities of local jurisdictions, and possible directions for this effort. Some of the activities proposed by the working group for the near future include:

- Mapping of available biological information. Information has been received from the County Museum on the level of effort that may be required to collect and assemble biological data to support this mapping effort.
- Mapping of existing land fully or partially dedicated to habitat conservation and conditions associated with those lands
- Summarization of local jurisdiction questionnaires
- Development of an initial strategy to achieve the dual goals of cost-effective transportation project development and habitat conservation. This strategy would be reviewed by local jurisdictions, SANBAG policy committees and the Board of Directors

Although discussion of strategy is still at a very early stage, it has been generally recognized by the working group that habitat conservation in San Bernardino County may require a different approach than the direction taken in Riverside County. The initial thinking is that investments in habitat conservation should be coordinated regionally, allowing resources for habitat acquisition and management to be optimized, and implemented locally. It has also been stressed that habitat conservation priorities should be science-based, hence the need to assemble the best possible biological data. An initial strategy can be put in place that is refined, over time, through gradual improvement in the supporting biological data. A future agenda item will address specific proposals for the upgrade of biological data to support this effort.

**Financial Impact:** There is no financial impact to SANBAG for this item. All staff activities are consistent with the adopted Budget.

**Reviewed By:** This item was reviewed by the Plans and Programs Committee on May 17, 2006

**Responsible Staff:** Steve Smith, Principal Transportation Analyst  
Ty Schuiling, Director of Planning and Programming

# **ATTACHMENT A** **SANBAG QUESTIONNAIRE ON LOCAL JURISDICTION HABITAT CONSERVATION AND** **MITIGATION EFFORTS**

The purpose of this questionnaire is to document habitat conservation and impact mitigation efforts completed, underway, or planned by local jurisdictions and special districts in San Bernardino County. The effort is part of a collaborative process by SANBAG, conservation interests, and local jurisdictions to both minimize the delays and costs of building transportation infrastructure and to maximize the conservation value achieved with the available resources.

-----  
 Your Name and Title: \_\_\_\_\_  
 Organization Name and Department: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ E-mail address: \_\_\_\_\_  
 -----

1. Please list any specific habitat conservation initiatives that have been completed, are underway, or are planned within your jurisdiction/district. These could include development of habitat conservation plans, establishment of conservation areas, designation of mitigation banks, etc. These may include efforts that are either publicly or privately sponsored. Use extra pages if necessary.

Description and general location of conservation initiative or activity	Lead/sponsoring agency and department	Contact person and phone number	Completed, ongoing, or planned? (C, O or P)	Documentation Available? (Y/N)

2. Please list any land acquisitions, dedications, easements or other land set-asides (five acres or more) that have occurred within your jurisdiction over approximately the last 10 years for habitat conservation purposes as part of private development projects. Please list the development project, approximate acreage, general location and conditions specified for maintenance of habitat quality.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



3. Is habitat conservation addressed in your general plan or in specific plans prepared by or for your jurisdiction? ☐ Yes ☐ No

If so, how is it addressed? Please comment on both policy and geographic scope. Please attach sections of these documents, where possible.

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4. What specific biological studies may be available in your jurisdiction to assist in compiling information on species or habitat type and quality?

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5. Is there anything else we should know about habitat conservation and biological data in your jurisdiction?

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6. Please describe any fee or financing mechanisms in your jurisdiction targeted to habitat conservation, habitat restoration and habitat maintenance.

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7. Would you like to receive a summary of the responses to this questionnaire?  
☐ Yes ☐ No

Thank you for your assistance.

## *Minute Action*

### AGENDA ITEM: 11

**Date:** June 7, 2006

**Subject:** SANBAG Regional GIS Data Initiatives

**Recommendation:**\* Information on GIS data management activities

**Background:** Over the last several years SANBAG has been a lead agency in the Southeastern California GIS Council (SCGC). This group is currently working on a large initiative with other cities and agencies in the Inland Empire to acquire high quality, accurate map data. This data is to be provided to participating agencies at no charge, or at most a minimal cost. The presentation will focus on the need for this data throughout county, and what SANBAG is doing to make this data available.

**Financial Impact:** This item has no direct impact on the Fiscal Year 2005-2006 Budget.

**Reviewed By:** This item was reviewed by the Plans and Programs Policy Committee on May 17, 2006.

**Responsible Staff:** Cameron Brown, Data Program Administrator

\*

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*Approved*  
*Board of Directors*

*Date:*

*Moved:*

*Second:*

*In Favor:*

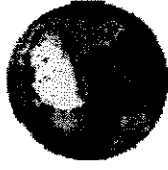
*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

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0640905

# SANBAG Data Management Office



## Overview of SANBAG's Geographic Information Systems (GIS)

# Geographic Information Systems (GIS)

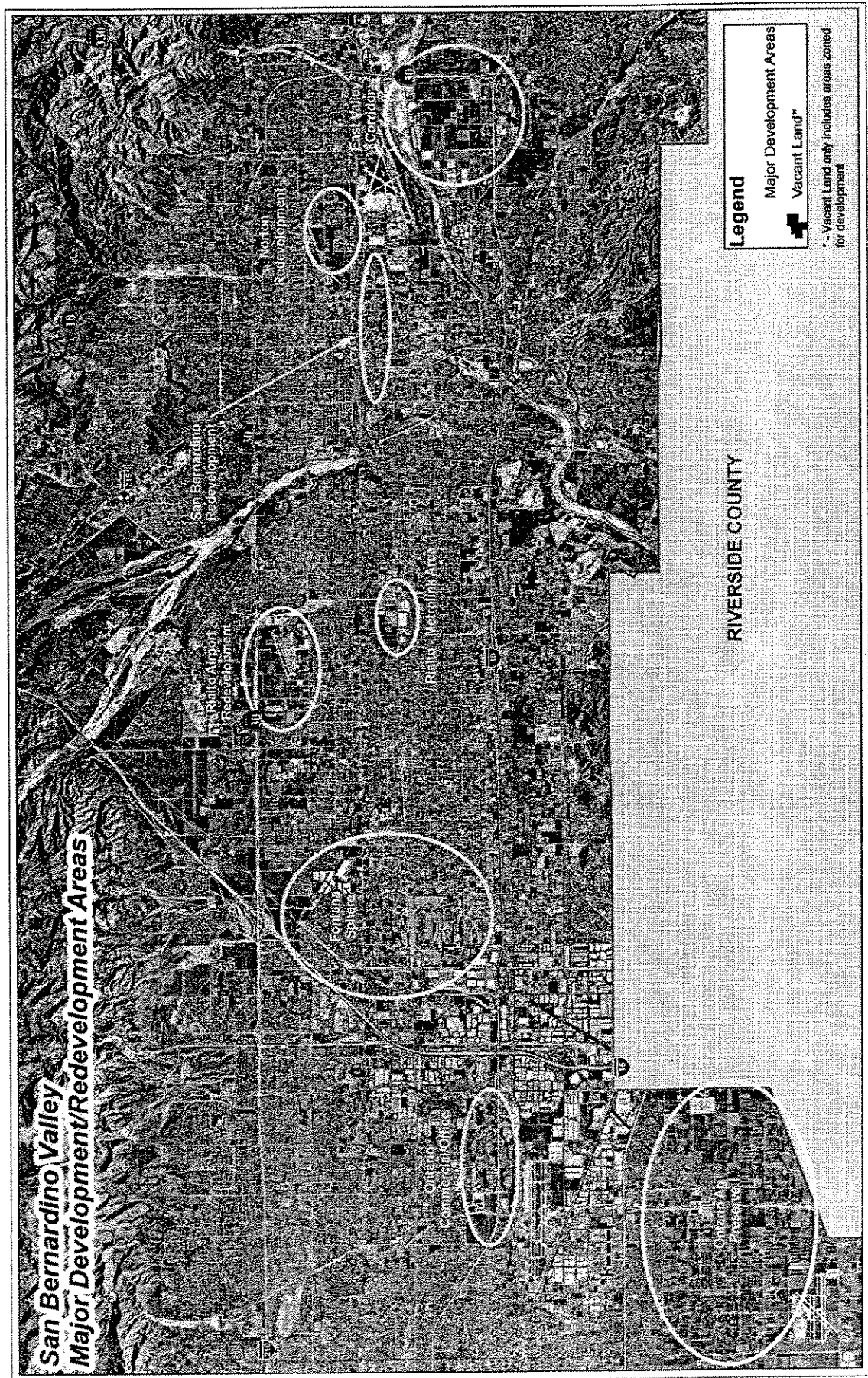
- **GIS is becoming commonplace in most local and county governments**
- **One of the Data Management Office's main goals is to assist all jurisdictions in SB County in acquiring, maintaining, and sharing GIS data**
- **SANBAG became one of the lead agencies in formation of Southeastern California GIS Council (SCGC)**

# Current SANBAG GIS Projects

- Existing Land Use Inventory
- General Plan Land Use Inventory
- Growth Forecasting
- Transportation Modeling

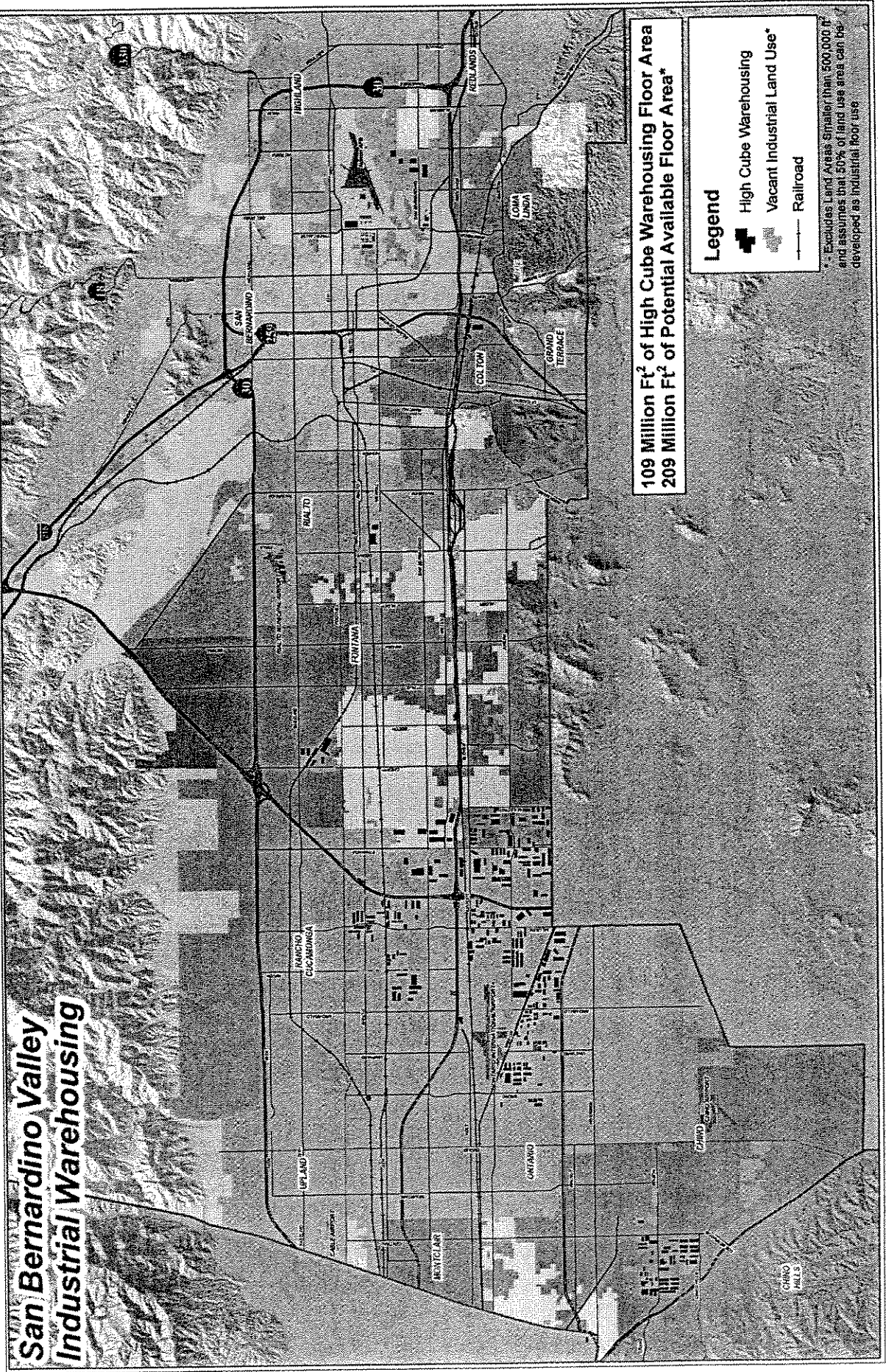
# Project Examples

# Development Areas



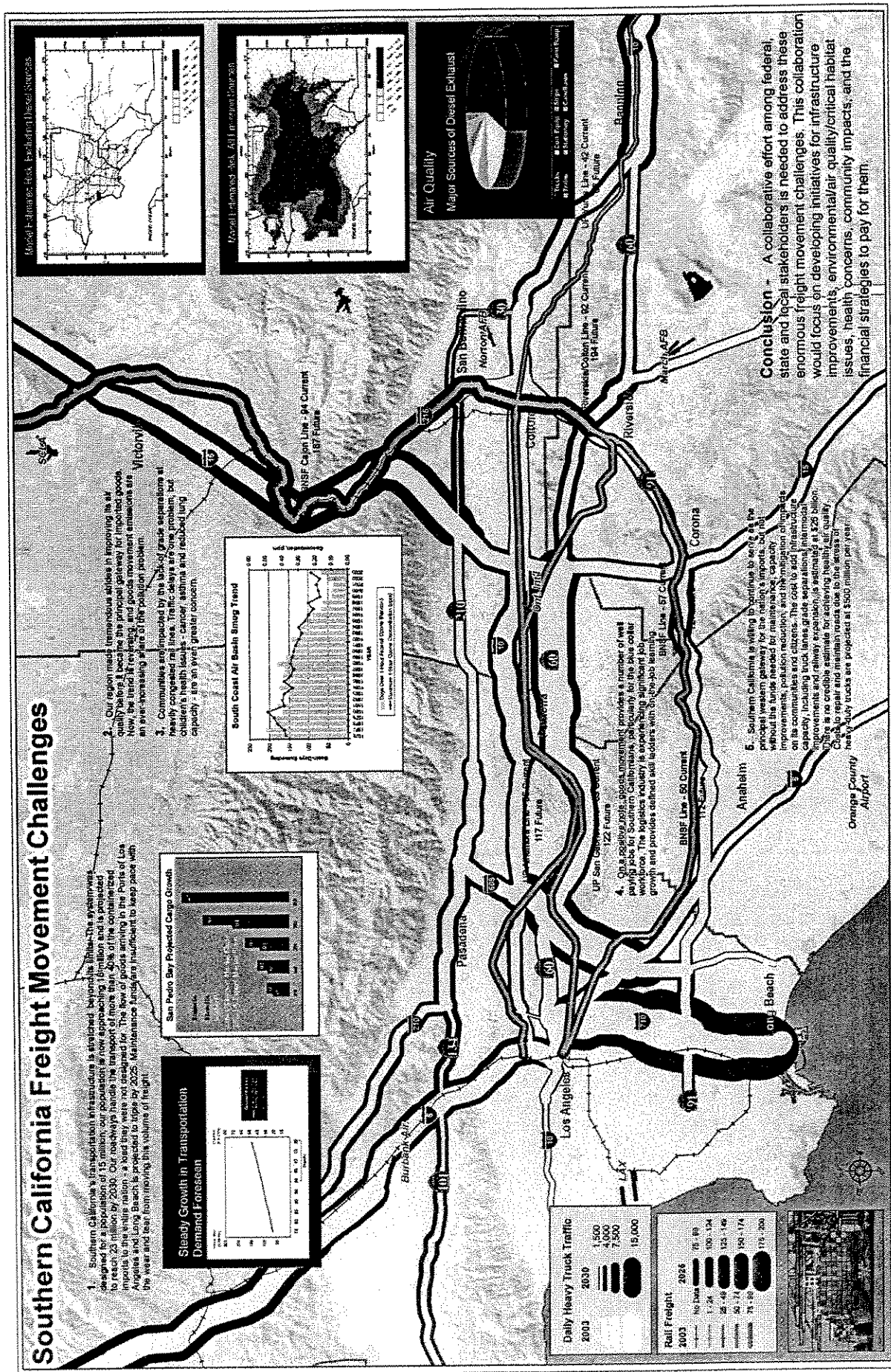


# Freight/Warehousing Study



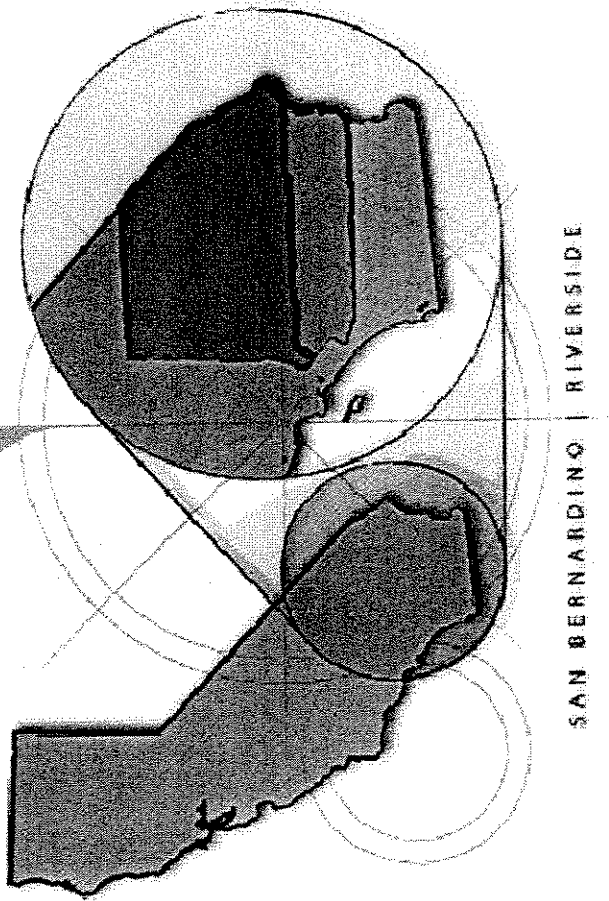


# Freight Volume Study



# SCGC

Southeastern California  
GIS Council



- Covers San Bernardino & Riverside County with WRCOG as a lead Agency in Riverside County
- Membership includes cities, counties, water authorities, tribal councils, utilities, and other public agencies

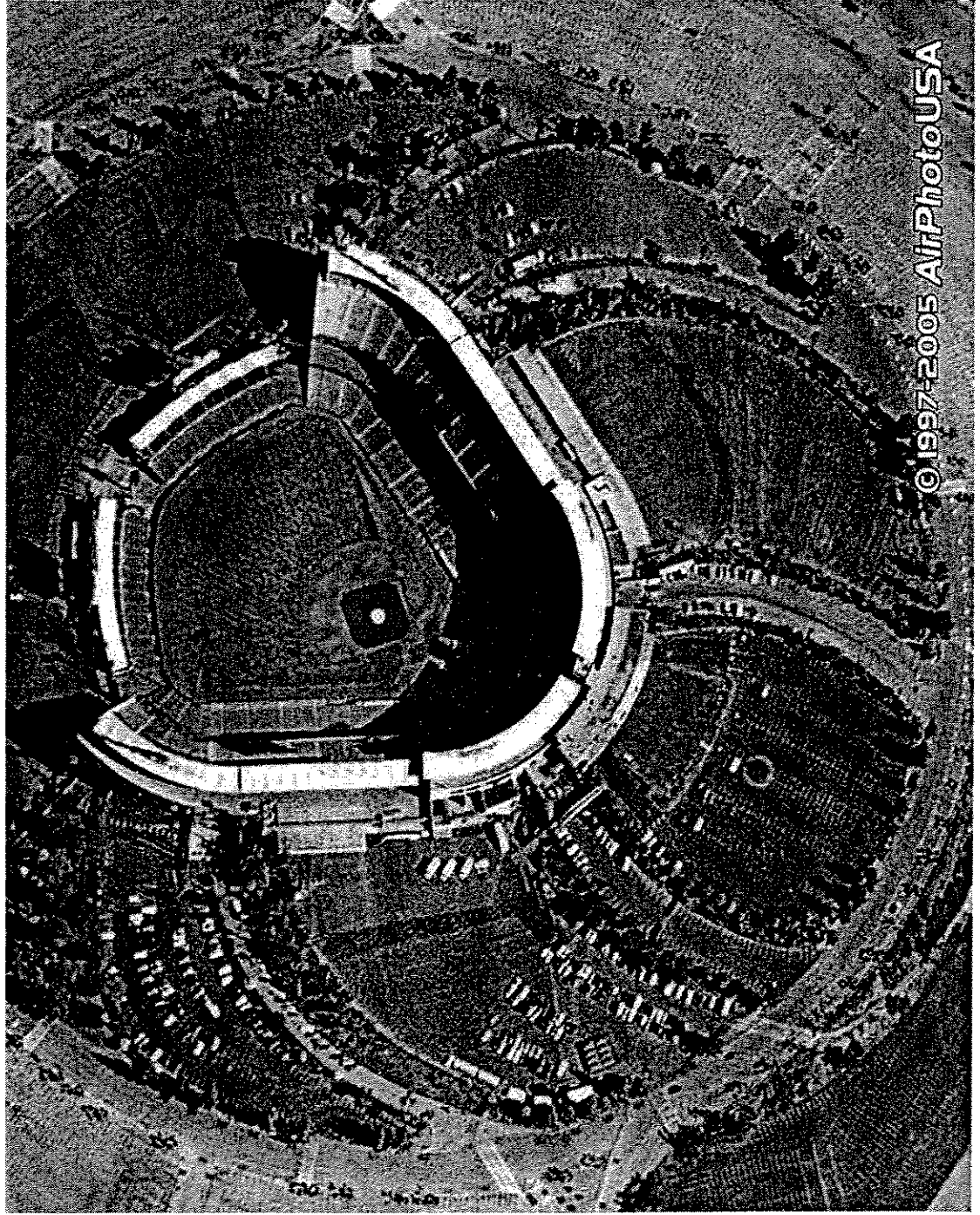
# Goals of SCGC

- To advise policy makers at local, subregional, regional, and state Levels concerning geographically bound data and GIS in the Inland Empire
- To provide an open forum for local data/GIS users to share common Issues
- To encourage cooperative partnerships among local, state, and federal agencies to address GIS needs and services in the Inland Empire

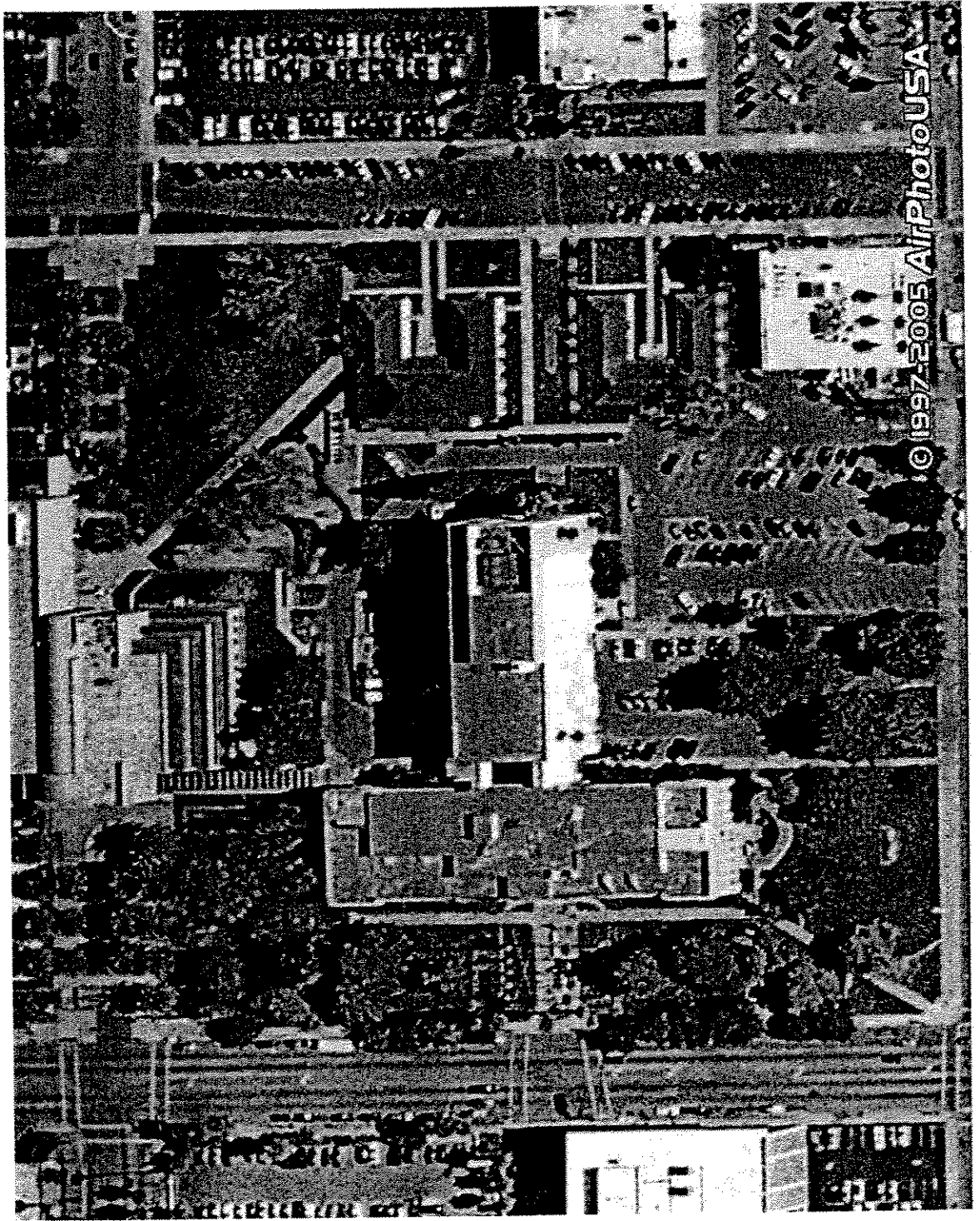
# Needs Discovered

- Through council discussions we have found an overwhelming need for two different GIS datasets – **Aerial photographs & Parcel/Centerline Data**
- Licensed data either by County government who made the data or private firm
- High monetary cost
- With growth in the two counties, the data needed to be updated continually

# Aerial Photography – 2 ft resolution

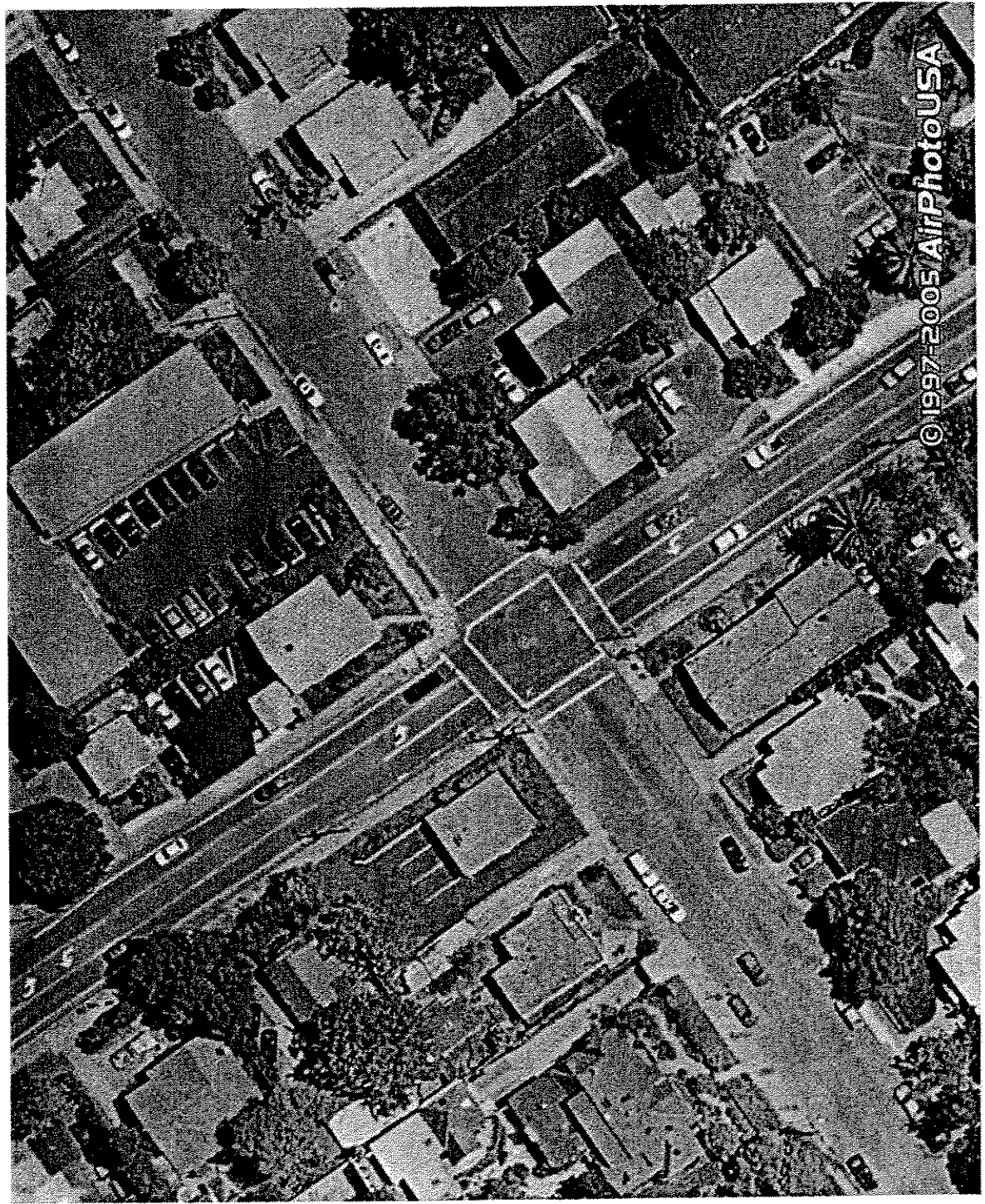


# Aerial Photography – 1 ft resolution





# Aerial Photography – 6 in resolution



# Aerial Photography – 3 in resolution



© 1997-2005 AirPhotoUSA



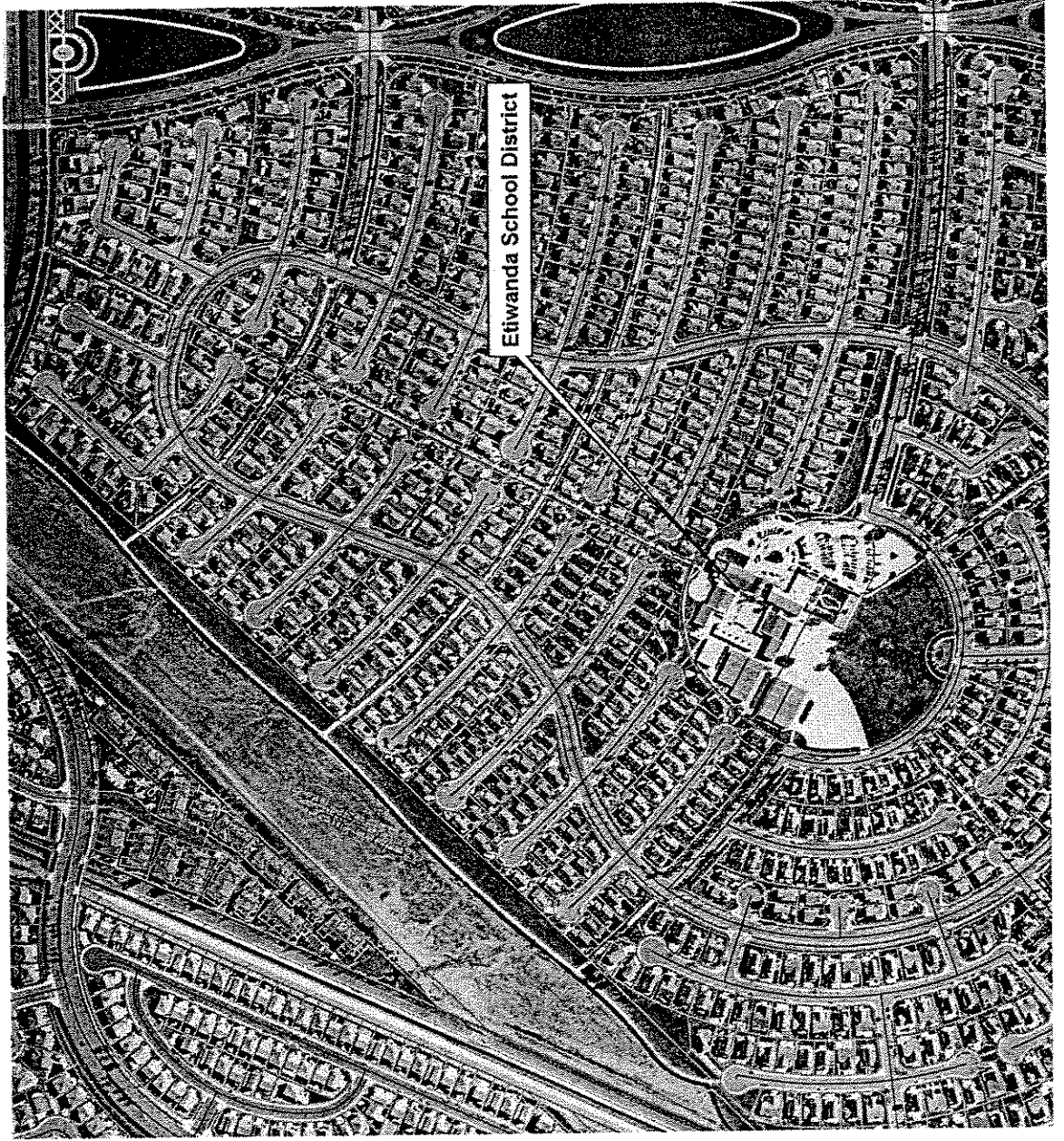
# Aerial Photography Collaboration

- Work on MOU has begun
- All agencies are being encouraged to participate
- The more agencies involved the lower the cost will be

## Final Product

- 1 ft resolution photos covering entire county including desert and mountain areas
- 3 inch product for individual agencies
- Survey level accuracies to be consistent with agencies other data
- Cost consistent with previous aerial photography purchase

# Parcels & Street Centerline



# Parcels & Street Centerlines

- San Bernardino County GIS Dept. inputs approx. 1,000 parcel records and 1,000 road segments a month
- Road & Parcel falls behind what is on the ground and the data becomes prone to errors
- With local assistance the databases can be nearly 100% accurate
- For this assistance, the county would be able to distribute the data free of charge having lowered their cost of maintaining the data
- Each participating agency would have more reliable, accurate data without the high cost of acquiring the data

# Next Steps for SCGC

- Continue to meet on a bi-monthly basis to discuss progress
- Formation of two subcommittees (Aerial Photo and Parcel/Centerline Subcommittee)
- Work out processes, procedures, MOUs, etc. for the delivery of final Products
- Continue to seek participation from all eligible agencies in the Inland Empire

- SANBAG Interactive Mapping Website – [maps.sanbag.ca.gov](http://maps.sanbag.ca.gov)
- Information on SCGC including charter, meeting times, subcommittee information, contacts – [www.sbcounty.gov/scgis](http://www.sbcounty.gov/scgis)

SANBAG Data Program Administrator

Cameron Brown

[cbrown@sanbag.ca.gov](mailto:cbrown@sanbag.ca.gov)

(909) 884-8276

## *Minute Action*

AGENDA ITEM: 12

**Date:** June 7, 2006

**Subject:** SANBAG Resolution No. 06-022 certifying that the list of transportation projects submitted by San Bernardino Associated Governments for inclusion in the Southern California Association of Governments' Fiscal Year (FY) 2006/07-2011/12 Regional Transportation Improvement Program (RTIP) is financially constrained.

**Recommendation:**\* Approved SANBAG Resolution No. 06-022.

**Background:** The 2006 RTIP is needed to incorporate projects to have recently received federal and state funds and require air quality modeling, and is required to be consistent with the 2004 RTP for projects to move ahead through the Local Assistance Federal Obligation process. The reauthorization of TEA-21 SAFETEA-LU (Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users) requires the RTIP *to be financially constrained* as a condition of federal approval.

In August 2005, SANBAG staff circulated the SCAG RTIP Guidelines to all local agencies in San Bernardino County. The SCAG Guidelines outline the federal requirement for projects to be included in the 2006 RTIP. SANBAG staff has developed the county's 2006 Transportation Improvement Program (TIP) submittal, including capacity and non-capacity projects, in response to local requests, which include local adoption of Council resolutions certifying the projects submitted for inclusion are financially constrained and that the projects

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

brd0606a-lep  
Attachment: R06022-LEP  
0650000

are consistent with the adopted 2004 RTP. SANBAG has submitted the county TIP to the Southern California Association of Governments for inclusion in the FY 2006/07-2011/12 RTIP.

The attached resolution, which certifies that San Bernardino Associated Governments' portion of the Regional Transportation Improvement Program is financially constrained, is the final document needed to complete the submittal process.

**Financial Impact:** This item has no direct financial impact on the SANBAG budget. Failure to adopt Resolution 06-022 could result in federal disapproval of the FY 2006/07-2011/12 Regional Transportation Improvement Program. The 2006 RTIP is expected to be approved and adopted by the final reviewing agency, FHWA, no later than September 30, 2006.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on May 17, 2006.

**Responsible Staff:** Ty Schuiling, Director of Planning and Programming  
Lisa Poe, Senior Program Analyst

## **RESOLUTION NO. 06-022**

### **2006 RTIP (Regional Transportation Improvement Program)**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION CERTIFYING THAT SAN BERNARDINO COUNTY HAS THE RESOURCES TO FUND THE PROJECTS SUBMITTED FOR INCLUSION IN THE FY 2006/2007-2011/2012 TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMING ITS COMMITMENT TO IMPLEMENT ALL OF THE PROJECTS SUBMITTED IN THE PROGRAM**

**WHEREAS**, San Bernardino County is located within the metropolitan planning boundaries of the Southern California Association of Governments; and

**WHEREAS**, Federal Law requires SCAG to adopt a regional transportation improvement program for the metropolitan planning area; and

**WHEREAS**, the SAFETEA-LU also requires that the regional transportation improvement program include a financial plan that demonstrates how the transportation improvement program can be implemented; and

**WHEREAS**,

**WHEREAS**, (CITY) warrants that full funding is committed and available for projects submitted for programming in the first three years (FY 2006/07, 2007/08, 2008/09) of the Regional Transportation Improvement Program; and that (CITY) accepts responsibility for full funding of said projects and warrants that no additional funding allocations are required of SANBAG for (CITY) to fully implement said projects therefore committing that the first three years of the RTIP are financially constrained; and

**WHEREAS**, projects programmed in years 2009/10-2011/12 are projects expected to receive future funding through anticipated revenues, therefore all projects submitted for inclusion in the 2006 RTIP are financially constrained; and

**WHEREAS**, the San Bernardino Associated Governments (SANBAG), as agency responsible for short-range capital and service planning and programming for the San Bernardino County area, requires an approved Resolution from the governing body of the Lead Agency for all projects included in the Transportation Improvement Program; and

**WHEREAS**, SANBAG also requires that the Lead Agency include a financial plan that demonstrates how the projects submitted for inclusion in the Transportation Improvement Program can be implemented; and

**WHEREAS**, the City of (CITY), as the Lead Agency, possesses the legal authority to submit



the project for inclusion in the Transportation Improvement Program and to finance, acquire, and construct the project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of (CITY) does hearby:

Affirm its continuing commitment to the projects submitted for inclusion in the 2006 Regional Transportation Improvement Program; and

Commit that the City of (CITY), as Lead Agency for the projects, will carry out the projects consistent with the project implementation schedule; and

Certify that the City of (CITY) will enter into a contract with SANBAG committing that it will carry out the projects identified as transportation control measures (TCM) in the South Coast Air Basin consistent with the project implementation schedule; and

Certify that the City of (CITY) will allocate the necessary local match funds contained within the project to carry out any federally approved project; and

Certify that the City of (CITY), as the Lead Agency, will comply with applicable provisions of the California Environmental Quality Act, the National Environmental Policy Act, the Americans with Disabilities Act, the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, and any other Federal, State, and/or local laws, rules and regulations.

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2006.

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(Mayor/Councilmember of CITY)

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Witnessed (Please Print Name after signature)

- 
- San Bernardino County Transportation Commission   ■ San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency   ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 13

**Date:** June 7, 2006

**Subject:** State Street/University Parkway Railroad Grade Separation – Set Date for Hearing to Consider Resolutions of Necessity

**Recommendation:\*** Acting as the County Transportation Commission Set date and time of Wednesday, July 5, 2006, 9:30 AM for Hearing to consider Resolutions of Necessity for properties required for the State Street/University Parkway Grade Separation project in the City of San Bernardino and County of San Bernardino.

**Background:** Since the renewed availability of Proposition 42/Traffic Congestion Relief Funds, SANBAG has made steady progress towards the start of construction on the State Street/University Parkway Grade Separation. One of the remaining critical path items is right of way acquisition. The SANBAG Board has approved appraisals and authorized offers for properties required for the grade separation project. While SANBAG's Right of Way Agent, the County Real Estate Services Department, continues to negotiate with property owners of the subject parcels, it is unlikely that all parcels will be acquired through a negotiated sale. The alternative to a negotiated sale is acquiring the property through eminent domain which requires a prescribed process. The first step in the process is setting a hearing date and time for the consideration of Resolutions of Necessity for the parcels not acquired through negotiated sale.

**Financial Impact:** This item imposes no financial impact.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 11, 2006.

**Responsible Staff:** Darren M. Kettle, Director of Freeway Construction

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*Approved*  
*Board of Directors*

*Date: June 7, 2006*

*Moved: Second:*

*In Favor:      Opposed:      Abstained:*

*Witnessed: \_\_\_\_\_*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

### *Minute Action*

AGENDA ITEM: 14

**Date:** June 7, 2006

**Subject:** Request for Qualifications (RFQ) No. 07-003 (future Contract No. 07004) for qualified firms to provide public information and safety services for the improvements to Interstate 215 in San Bernardino.

**Recommendation:\*** Recommend approval of Request for Qualifications (RFQ) No. 07-003 (future Contract No. 07004) for qualified firms to provide public information and safety for the improvements to Interstate 215 in San Bernardino.

**Background:** This is a new Request for Qualifications.

Construction of the widening of Interstate 215 through San Bernardino is expected to begin by the late 2006 or early 2007 and last about seven years. This project is designed to relieve traffic congestion, benefit carpoolers, improve freeway entrances and exits, provide better access to the west side of San Bernardino and improve air quality. Work will include the addition of a mixed flow lane and a carpool lane for approximately six miles both northbound and southbound. New bridges, interchanges, sound walls and retaining walls will be part of this project, which will span from Orange Show Road to State Route 210. The work will require lane closures, ramp closures, local street closures and impacts to residents, motorists, businesses and schools.

This new Request for Qualifications involves public information support services for the first phase of this project, the widening of the 5<sup>th</sup> Street overcrossing project, with the possible addition of mainline segments, based on SANBAG's discretion and by a future formal contract amendment approved by the SANBAG Board of Directors. Pending satisfactory performance by the consultant for the 5<sup>th</sup>

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*Approved  
Board of Directors*

*Date: June 7, 2006*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

Street overcrossing project, SANBAG may request Board approval to execute Alternate A, the "add-on" for this contract.

The contract is divided into two sections of work. The first section of work- the 5<sup>th</sup> Street overcrossing project- is considered the initial scope of the contract, while the second section is a potential add-on that may be incorporated into the scope of the work for the contract. The disposition of the second section of work will be evaluated and decided upon by SANBAG at a future date.

The selected consultant would be responsible for the development and implementation of a public information and safety program for this project. A draft scope of work is attached to this item as Exhibit A. The draft RFQ is attached to this item as Exhibit B.

***Financial Impact:*** This item imposes no new financial impacts.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 11, 2006.

***Responsible Staff:*** Cheryl Donahue, Public Information Officer

## ***EXHIBIT A***

### **INTERSTATE 215 WIDENING PUBLIC INFORMATION PROGRAM**

#### **DRAFT SCOPE OF SERVICES**

The San Bernardino County Transportation Authority is conducting a Request for Qualifications for the development of public information support services for the widening of Interstate 215 in San Bernardino.

Support services for this program may include, but not be limited to, the following:

- (a) Developing key messages for the project and assisting with public relations strategies
- (b) Maintaining a project database of interested parties
- (c) Drafting collateral materials, including brochures, maps and safety pamphlets
- (d) Assisting with community Open Houses to relay information and allow visitors to ask questions about construction activity
- (e) Organizing ground-breaking ceremonies to mark the start of various project phases and ribbon-cutting ceremonies to mark completion
- (f) Drafting of media materials, including press kits and tours
- (g) Preparing and issuing construction alerts, traffic advisories and other notices
- (h) Assisting with email bulletins/newsletters to summarize the project's progress and upcoming events
- (i) Analyzing impacts to businesses and schools and developing support programs as needed
- (j) Speaking engagements to community groups
- (k) Taking project photographs and assisting with website updates
- (l) Managing a message helpline and researching project inquiries
- (m) Drafting newspaper advertisements
- (n) Providing support for non-English speakers
- (o) Assisting with crisis communication as needed

The consultant shall provide a brief project plan to outline the firm's concepts and ideas for a public information program. The plan shall include project goals, issues to be addressed, potential audiences, and strategies and tasks for achieving the project's goals. For each program activity or group of activity tasks, the consultant shall provide a tabulation noting resources required, time required to initiate the task, estimated hours required to implement the task and its relative priority to the overall program.

The Authority is open to all ideas and concepts, provided the proposed activities are informative, useful to the public, meet community needs and are cost effective. The final Scope of Services for this contract will be developed from the proposed project plan in cooperation with the selected consultant.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY/  
SAN BERNARDINO ASSOCIATED GOVERNMENTS  
(SANBAG)

## **REQUEST FOR QUALIFICATIONS**

FOR

**THE DEVELOPMENT AND IMPLEMENTATION OF A  
PUBLIC INFORMATION & SAFETY PROGRAM**

FOR

**THE INTERSTATE 215 5<sup>TH</sup> STREET OVERCROSSING PROJECT  
AND OTHER POTENTIAL SEGMENTS OF INTERSTATE 215**

IN

SAN BERNARDINO, CALIFORNIA  
(SAN BERNARDINO COUNTY)

Issued June 2006

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY/  
SAN BERNARDINO ASSOCIATED GOVERNMENTS**

**REQUEST FOR QUALIFICATIONS**

**FOR THE**

**DEVELOPMENT AND IMPLEMENTATION OF A PUBLIC INFORMATION AND  
SAFETY PROGRAM FOR THE INTERSTATE 215 5<sup>TH</sup> STREET OVERCROSSING  
AND OTHER POTENTIAL SEGMENTS OF INTERSTATE 215  
IN SAN BERNARDINO, CALIFORNIA**

**I. INTRODUCTION**

San Bernardino Associated Governments (SANBAG), in its capacity as the San Bernardino County Transportation Authority, is soliciting Statements of Qualifications from firms for the development and implementation of a public information and safety program for improvements to Interstate 215 in San Bernardino. This contract is designed to provide support to the SANBAG Public Information Officer on an as-needed basis. SANBAG will award these services under an initial contract for the 5<sup>th</sup> Street Overcrossing Project with an option to extend these services to mainline segments. Any extension of contract work to mainline segments would require a formal contract amendment that would require future approval by the SANBAG Board of Directors.

SANBAG has executed comprehensive public information and safety programs in the past for the construction and widening of various San Bernardino County freeways, including Interstate 10, State Route 210, and State Route 71. Public information and safety support is needed for upcoming construction activity on Interstate 215 in San Bernardino, in accordance with the Scope of Services outlined in Section VIII. The primary point of contact for the consultant will be the SANBAG Public Information Officer.

Funding for improvements to Interstate 215 is provided by a combination of state, federal and local dollars. Measure I, the voter-approved half-cent sales tax for transportation improvements in San Bernardino County, is the local funding source for this work. Funding has been fully secured for this project, with the exception of the final project segment (referred to as Segment 5), which is expected to be funded in the 2008 or 2010 State Transportation Improvement Program.

Contracts will be awarded without discrimination based on race, religion, color, age, sex, or national origin.

**II. PROJECT AND SERVICES DESCRIPTION**

The Interstate 215 project includes mainline and interchange improvements developed by SANBAG in cooperation with Caltrans District 8. The overall construction activity will

extend through the City of San Bernardino from Interstate 10 to State Route 210 (currently State Route 30) and will include the addition of a mixed-flow lane and a carpool lane for approximately six miles, both northbound and southbound.

The overall I-215 project is designed to relieve traffic congestion, benefit carpoolers, improve freeway entrances and exits, provide better access to the west side of San Bernardino, and improve air quality. New bridges, interchanges, sound walls and retaining walls will be part of this project. The work will require lane closures, ramp closures, local street improvements, and impacts to residents, motorists, businesses and schools.

SANBAG will use consultant services to provide public information and safety assistance for the Interstate 215 5<sup>th</sup> Street overcrossing project, with the possible addition of mainline segments, based on SANBAG's discretion and by a future formal contract amendment approved by the SANBAG Board of Directors. Pending satisfactory performance by the consultant for the 5<sup>th</sup> Street overcrossing project, SANBAG may request Board approval to execute *Alternate A*, the "add-on" for this contract.

The contract is divided into two sections of work. The first section of work – the 5<sup>th</sup> Street overcrossing project – is considered the initial scope for the contract, while the second section is a potential add-on that may be incorporated into the scope of work for the contract. The disposition of the second section of work will be evaluated and decided upon by SANBAG at a future date.

A general description of the contract follows.

#### ***Section One: I-215 5<sup>th</sup> Street Overcrossing Project***

The 5<sup>th</sup> Street overcrossing project is the first part of the Interstate 215 project to go to construction. SANBAG is responsible for the design and construction of this project, which will involve building the new bridge and removing the existing bridge in stages. The work also will require building new bridge approaches between H Street and J Street and regrading and elevating existing streets and intersections.

Construction activity will require extensive coordination with Burlington Northern Santa Fe Railroad, which estimates that 100 trains traverse the tracks in this area each day – an average of one train every 15 minutes. This will require trains to be stopped for short periods of time, except during the fourth quarter of each year.

Efforts will be made to keep 5<sup>th</sup> Street open to motorists as much as possible, but some night closures will be required. Some weekend closures also will be necessary to repave and elevate streets. Temporary freeway lane closures and ramp closures also will be needed. The northbound 4<sup>th</sup> Street onramp will be closed for approximately six months. Other traffic impacts will be addressed in weekly construction meetings. The new overcrossing will be built over a 30 month period that may overlap with mainline work. This bridge project will total \$23 million for construction from state and local funds.



### ***Section Two: Alternate A, Mainline Contracts***

Public information and safety service for some or all of the Interstate 215 mainline construction contracts is a potential “add-on” for this contract and constitutes ***Alternate A***. At a future date, the Board of Directors will determine whether the consultant will provide public information and safety services for the segments listed below. At SANBAG’s sole discretion, any or all of these projects may be added to the consultant’s scope of work or recompeted to find a new consultant team.

- I-215 Segment 1 Mainline Contract: This segment is approximately 1.1 miles long from south of Rialto Avenue to south of 9<sup>th</sup> Street. This segment includes a new undercrossing at 2<sup>nd</sup> Street and 3<sup>rd</sup> Street, bridge widening, ramp bridges, sound walls, drainage improvements and local street improvements. Construction for this segment is tentatively planned to start in spring 2008 and end by fall 2011. SANBAG designed Segment 1 and likely will be the lead agency for construction.
- I-215 Segment 2 Mainline Contract: This segment is approximately 1.3 miles in length from south of 9<sup>th</sup> Street to south of Massachusetts Avenue. Improvements will include new overcrossings at 9<sup>th</sup> Street, Base Line and 16<sup>th</sup> Street over the freeway and adjacent BNSF Railroad tracks, plus reconfiguration of the interchange between I-215 and Route 259. Construction is expected to start in spring 2009 and end by spring 2013. SANBAG designed Segment 2 and likely will be the construction lead.
- I-215 Segment 3 Mainline Contract: This segment is about 2.4 miles long from Interstate 10 to south of Rialto Avenue. Work will include new overcrossings at Inland Center Drive and Mill Street and widened structures through the segment. Operational and drainage improvements also will be required. Construction is planned to start in the spring of 2007 and end by the spring of 2010. Caltrans designed Segment 3 and likely will be the lead agency for construction.
- I-215 Segment 5 Mainline Contract: This segment is about 1.2 miles in length from south of Massachusetts Avenue to the I-215/Route 30 interchange. Included are new overcrossings at Massachusetts Avenue and Highland Avenue over the freeway and adjacent BNSF Railroad tracks, sound walls and operational and drainage improvements. Construction is planned to start in early 2011 and end by early 2013. SANBAG designed Segment 5 and likely will be the lead agency for construction. This is the only segment for which funding has not yet been secured. Plans call for funding to be requested through the 2008 or 2010 State Transportation Improvement Program.

There is no I-215 Segment 4. This work has been incorporated in Segments 2 and 5.

The total value of construction for Segments 1, 2, 3 and 5 is approximately \$400 million. A combination of federal, state and Measure I funding will be used.

### **III. MATERIALS FURNISHED BY SANBAG**

All data, reports, surveys, drawings, and other documents furnished to the consultant by SANBAG for the consultant's use in the performance of services shall be made available only for use in performing the assignment and shall remain the property of SANBAG. All such materials shall be returned to SANBAG upon completion of services, termination of the agreement, or other such time as SANBAG may determine.

#### **IV. CALTRANS RELATIONSHIP**

SANBAG and Caltrans are project partners on the Interstate 215 project and frequently confer on public information strategies. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to this project. The consultant shall take direction only from SANBAG and shall regularly inform SANBAG of project progress, any outstanding issues, and all project related matters.

#### **V. THIRD PARTY RELATIONSHIPS**

SANBAG has worked closely with various professional consultants, agencies and others in the preparation of the construction contract documents and other project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to this public information program. The consultant shall take direction only from SANBAG, shall regularly inform SANBAG of project progress, any outstanding issues, and all project related matters.

During the course of the project, SANBAG and the consultant may meet with project consultants and other third parties who have assisted with the project. These entities may also, from time to time, offer suggestions and or recommendations regarding the project or elements of the project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, the consultant shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. Unless specifically directed, all oral and written communication shall be directed only to SANBAG. Any distribution of project related communication and information would be at the discretion of SANBAG.

#### **VI. CONTRACT TYPE**

A cost reimbursable plus percentage fee contract, with a guaranteed maximum total not to exceed amount, will be issued. Any services provided by the consultant, which are not specifically covered by the contract, will not be reimbursed. It is the consultant's responsibility to recognize and notify SANBAG when services not covered under the contract are requested. The terms of the contract will be effective for the duration of the project.

#### **VII. MINORITY BUSINESS OPPORTUNITIES**

No goals have been established for Disadvantaged Business Enterprises (DBE), Women-owned Business Enterprises (WBE), or Disabled Veterans Business Enterprises (DVE) in contracting activities. Because Measure I funds, and not Federal funds, will be utilized for the contract, no goals have been established. **Local and small business participation is encouraged, however, although there is no specific goal.**



## **VIII. STATEMENT OF QUALIFICATIONS INSTRUCTIONS**

### **A. SUBMITTAL INSTRUCTIONS**

All qualifications become the property of SANBAG upon submission. Although SANBAG intends to keep all qualifications confidential (with the exception of the successful plan which becomes public information upon acceptance of the SANBAG Board of Directors), SANBAG will not be responsible for proprietary information contained in the qualifications.

Six copies of the proposal containing all of the information requested below shall be submitted. SANBAG is not responsible for any costs related to the preparation of the qualifications. Fax or email copies will not be accepted. Qualifications may be mailed or hand delivered. If qualifications are to be hand delivered, materials must be closed and sealed as if for mailing.

All qualifications must be delivered to SANBAG's office by 12 noon on July 28, 2006. SANBAG reserves the right to accept or reject late qualifications. This should not be construed to mean that SANBAG will accept **any** late documents.

Qualifications and correspondence shall be directed to:

Mr. Darren Kettle  
Director of Freeway Construction  
San Bernardino Associated Governments  
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410

All questions and comments regarding this Request for Qualifications or the project shall be directed to:

Ms. Cheryl Donahue  
Public Information Officer  
San Bernardino Associated Governments  
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410  
(909) 884-8276  
cdonahue@sanbag.ca.gov

### **B. PROPOSAL FORMAT**

Qualifications must contain the information listed below and must be compiled in the following format:

1. **Cover Letter:** Provide (a) an introduction of the individual or firm submitting the qualifications, (b) the location of the individual's or firm's home office, (c) availability of personnel for this assignment, (d) description of responsibilities of all personnel to be involved on this

project, (e) name and description of any sub-consultants to be used on the project, (f) general understanding of the scope of services and project requirements. In addition, in accordance with SANBAG Policy 11000-R9, Sect. 7.A.2.F, provide a response to the following question: Has your firm ever been terminated from a contract? If the answer is yes, describe the facts and circumstances in detail. The cover letter must not exceed two pages.

2. **Local Presence Report:** Download from the SANBAG website the form included on pages 13-14 of this packet and complete the form with the requested business activity information.
3. **Relevant Projects:** Provide a brief description of prior work which best illustrate current qualifications relevant to the project. Highlight or expand on experience of projects that are especially applicable to this contract. List the project name and location, nature of project responsibilities, project owner's name, address, telephone number and contact person, completion date and estimated project value. List no more than 10 projects.
4. **Resumes:** Provide brief resumes of all persons, specialists and sub-consultants anticipated to be used for this project. Note the project assignment, total years of experience, education, past experience, and qualifications relevant to the proposed project.
5. **Project Plan:** Provide a summary of the tasks and strategies required to execute the public information program. Tasks outlined in Section VIII should be included, as well as other suggested strategies. Note any issues that are relevant to the execution and completion of the project. Describe the approach to project management, project controls, quality assurance and commitment to the project.

The consultant's proposal package shall be limited to 35 (8½" x 11") pages, single-sided. The page limit does not include the outside cover, cover letter, section dividers, work samples, and the Local Presence Report. Qualifications that do not contain the required information, that do not contain the required number of copies, or that exceed the page limit will be disqualified.

6. **Samples:** A collection of work samples may be included in or submitted separately with the proposal. If samples are submitted, they should reflect items originated and produced by the proposing firm. Samples may include brochures, fliers, fact sheets, graphics, project photographs, press releases or other similar items. Samples shall be limited to 10 pages, 8½" x 11", and will not be counted against the page limit of the package.

7. **Contract Comments:** Provide a written discussion of any objections or concerns relative to the Terms and Conditions of SANBAG's contract. Please note that SANBAG reserves the right to disqualify any consultant that does not provide a complete written discussion of its contractual objections or to disqualify any consultant based on objections that SANBAG considers non-negotiable. SANBAG does not anticipate making substantive changes to its Terms and Conditions.

## **IX. SCOPE OF SERVICES**

Support services for this program may include, but not be limited to, the following:

- (a) Developing key messages for the project and assisting with public relations strategies
- (b) Maintaining a project database of interested parties
- (c) Drafting collateral materials, including brochures, maps and safety pamphlets
- (d) Assisting with community Open Houses to relay information and allow visitors to ask questions about construction activity
- (e) Organizing ground-breaking ceremonies to mark the start of various project phases and ribbon-cutting ceremonies to mark completion
- (f) Drafting of media materials, including press kits and tours
- (g) Preparing and issuing construction alerts, traffic advisories and other notices
- (h) Assisting with email bulletins/newsletters to summarize the project's progress and upcoming events
- (i) Analyzing impacts to businesses and schools and developing support programs as needed
- (j) Speaking engagements to community groups
- (k) Taking project photographs and assisting with website updates
- (l) Managing a message helpline and researching project inquiries
- (m) Drafting newspaper advertisements
- (n) Providing support for non-English speakers
- (o) Assisting with crisis communication as needed

The consultant shall provide a brief project plan to outline the firm's concepts and ideas for a public information program. The plan shall include project goals, issues to be addressed, potential audiences, and strategies and tasks for achieving the project's goals. For each program activity or group of activity tasks, the consultant shall provide a tabulation noting resources required, time required to initiate the task, estimated hours required to implement the task and its relative priority to the overall program.

The plan should address the 5<sup>th</sup> Street overcrossing work as Part 1, and the Interstate 215 mainline work as Part 2.

SANBAG is open to all ideas and concepts provided the proposed activities are informative, useful to the public, meet community needs and are cost effective. The final Scope of Services for this contract will be developed from the proposed project plan in

cooperation with the selected consultant.

**X. CONFLICT OF INTEREST**

The selected consultant will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of SANBAG.

**XI. CONSULTANT SELECTION**

The primary objective of SANBAG is to select highly qualified firms to perform necessary professional services at a fair and reasonable cost. In addition, SANBAG has established the following objectives:

- A. The process shall be fair, open and competitive, and the selection of firms shall be based on clearly stated, objective criteria.
- B. Selection of private consultants/firms shall be based upon demonstrated competence and on the professional qualifications and capabilities necessary for the performance of services required at a fair and reasonable price to SANBAG, rather than upon competitive bidding procedures. Factors include:
  - Consultant qualifications
  - Personnel experience
  - Project approach
  - Staffing capability
  - Projects controls capability
  - Office location
- C. Firms located in San Bernardino County shall receive preference in the selection process in accordance with SANBAG's Local Preference Policy. The purpose of this policy is to encourage firms to locate and remain in San Bernardino County and to encourage economic development in the county. A copy of SANBAG's Contracting and Procurement Policies is posted with this RFQ on the SANBAG website, [www.sanbag.ca.gov](http://www.sanbag.ca.gov).
- D. Upon review of the qualifications, firms appearing to be most qualified will be short-listed and asked to prepare for an in-depth interview. A contract will be awarded to the responsible, responsive firm best conforming to the RFQ and that is, in the opinion of SANBAG, most advantageous to SANBAG. SANBAG reserves the right to reject any and all qualifications and to negotiate with any responsible, responsive consultant team. SANBAG is under no obligation to issue a contract for the subject services.

**XII. NEGOTIATIONS AND ENGAGEMENT**

Following selection, a contract shall be negotiated. Please refer to the consultant

selection schedule in Section XI. Consultants are encouraged to include in their proposal any comments relating to the Terms and Conditions of SANBAG's standard contract. SANBAG reserves the right to disqualify any firm that does not provide a written discussion of any disagreements it has relative to SANBAG's Terms and Conditions. SANBAG does not anticipate making any substantive changes to its Terms and Conditions.

### **XIII. SCHEDULE FOR CONSULTANT SELECTION**

Issue Request for Qualifications	June 7, 2006
Statements of Qualifications Due	July 28, 2006
Shortlist and Notify Consultants	August 11, 2006
Interview Shortlisted Consultants	August 25, 2006
Select Consultant	August 30, 2006
Contract Cost Proposal Due	September 13, 2006
SANBAG Board Approval (anticipated)	October 4, 2006
Notice to Proceed (anticipated)	October 11, 2006

These dates are subject to change. Schedule updates will be posted on SANBAG's website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov) under "Contracting Opportunities."



Sample Document - other formats may be submitted

**LOCAL PRESENCE REPORT**  
**CONSULTANT BUSINESS ACTIVITY INFORMATION**

TO: SAN BERNARDINO ASSOCIATED GOVERNMENTS

RE: REQUEST FOR QUALIFICATIONS  
PUBLIC INFORMATION & SAFETY PROGRAM  
INTERSTATE 215 PROJECT, SAN BERNARDINO

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name of Office Principal \_\_\_\_\_

Principal Title \_\_\_\_\_

Date Local Office Established \_\_\_\_\_

Number of personnel employed at this office \_\_\_\_\_

Approximate volume of work performed on projects within San Bernardino County \_\_\_\_\_ %

Representative projects completed within San Bernardino County:

<u>Project</u>	<u>Date completed</u>	<u>Approx billings</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

(Use additional sheets if required)

**CONSULTANT BUSINESS ACTIVITY INFORMATION** (cont)

Name of Firm \_\_\_\_\_

Indicate number of senior management and regular employees working out of the San Bernardino office:

<u>Position</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FOR INFORMATIONAL PURPOSES ONLY  
(The following shall not be used in determining local preference credit)

Personnel proposed to be engaged on the contracted services:

<u>Name</u>	<u>County of Residence</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Use additional sheets if required)

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 15

**Date:** June 7, 2006

**Subject:** Transportation Development Act (TDA) Claimant and Measure I Pass-Through Recipient Audit Services

**Recommendation:\*** Approve Amendment No. 1 to Contract 06-008-1, in the amount of \$119,598 with Miers & Miers, CPA to Audit the TDA Claimants and Measure I Pass-Through Recipients for the fiscal year ending June 30, 2006.

**Background:** The Board of Directors, at their August 3, 2005, meeting approved the selection of Miers & Miers, CPA to perform the fiscal and compliance audits for all TDA Claimants and Measure I Pass-Through recipients for Fiscal Years 2005, 2006 and 2007 with the ability to renew for two additional years. This Letter of Engagement is for Fiscal Year 2006 audits, the second year of the existing contract.

SANBAG, as the regional transportation agency, is responsible for ensuring that all claimants to whom allocation of TDA funds are directed submit an annual certified fiscal audit of the funds received, pursuant to PUC Section 99245. In addition, SANBAG, as the County Transportation Authority, is required to certify Measure I pass-through recipients' compliance with the requirements of the

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

BRD0606a-vlb.doc  
50107000, 50207000,  
50407000, 50507000  
Attachment  
a060081-vlb.doc

San Bernardino County Transportation Authority Ordinances 89-10 and 90-1, and accompanying Measure I policies.

This year the total number of audits required is 53, a decrease of one audit over the previous year. This is due to the City of Rialto no longer carrying a balance of Local Transportation Funds (LTF) Article 8a funds. This year the transit agency audits will be converted to the GASB 34 reporting format, which will require a significant increase audit effort. Also this year the rural transit agencies will be required to submit National Transit Database (NTD) reporting to the Federal Transit Agency, a new requirement of SAFETEA-LU, part of that requirement is for a statement of the auditor as to the accuracy of statistical data reported.

**Financial Impact:** This item is consistent with the Proposed FY 2006-2007 Budget. The Letter of Engagement calls for \$119,598; plus an additional \$5,980 contingency. The contract amendment is for \$125,578 for a new total contract amount of \$232,278. Funding sources are identified as LTF-Planning Task 50107000; LTF-Administration Task 50207000; Measure I Administration-Valley Task 50407000; and Measure I Mountain/Desert General Task 50507000.

**Reviewed By:** This item was reviewed and recommended for approval 5-1-0 (Lindley opposed), by the Administrative Committee on May 10, 2006.

**Responsible Staff:** Michael Bair, Director of Transit and Rail Programs  
Deborah Barmack, Director of Management Services  
Victoria Baker, Senior Transit Analyst

**SANBAG Contract No. 06-008-1**

by and between

San Bernardino Associated Governments

and

Miers & Miers, LLP, CPA

for

TDA & Measure I Pass-Through Recipients & Small Transit Operators Audits**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>101,640.00</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ <u>5,060.00</u>	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ <u>119,598.00</u>
		Current Amendment Contingency:	\$ <u>5,980.00</u>

Contingency Amount requires specific authorization by Task Manager prior to release

**Contract TOTAL → \$ 232,278.00**

Please include funding allocation for the original contract or the amendment

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Amounts</u>
1 <u>50107000</u>	<u>5556</u>	1 <u>LTF - Planning</u>	\$ <u>14,700.00</u>
2 <u>50207000</u>	<u>5556</u>	2 <u>LTF - Administration</u>	\$ <u>60,163.00</u>
3 <u>50407000</u>	<u>5556</u>	3 <u>Measure I Admin. - Valley</u>	\$ <u>24,696.00</u>
4 <u>50507000</u>	<u>5556</u>	4 <u>Measure I Admin. - Mt./Desert</u>	\$ <u>26,019.00</u>

Original Board Approved Contract Date: 8/3/05 Contract Start: 8/3/05 Contract End: 6/30/06New Amend. Approval (Board) Date: 6/7/06 Amend. Start: 7/1/06 Amend. End: 6/30/07**If this is a multi-year contract/amendment, please allocate costs among fiscal years:**

Fiscal Year: _____	Fiscal Year: _____	Fiscal Year: _____
\$ _____	\$ _____	\$ _____

Is this consistent with the adopted budget? ☒ Yes ☐ NoIf no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT**

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☒ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☐ No ☐ Yes \_\_\_\_\_%Task Manager: Michael Bair & Deborah Barmack Contract Manager: Victoria Baker

<u>Deborah Barmack</u>	<u>5/2/06</u>	<u>Michael Bair</u>	<u>5-3-06</u>
Task Manager Signature	Date	Task Manager Signature	Date

<u>[Signature]</u>	<u>5-3-06</u>	<u>Victoria L. Baker</u>	<u>5-3-06</u>
Chief Financial Officer Signature	Date	Contract Manager Signature	Date

MAY 8 2006

Richard H. Miers, C.P.A.  
Jeffrey D. Miers, C.P.A.  
Donna J. Wells, C.P.A.  
Laurel A. Jordan, C.P.A.

April 28, 2006

San Bernardino Associated Governments  
1170 W. 3rd St., 2nd Floor  
San Bernardino, CA 92410-1715

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of our financial and compliance audits with San Bernardino Associated Governments of the San Bernardino County Transportation Development Act claimants and Measure I Local Pass-Through Revenue recipients for the year ended June 30, 2006.

We will perform the financial and compliance examinations of the financial statements of the specified agencies, claimants and funds located in the County of San Bernardino, as delineated in the attachment, for June 30, 2006, and the results of operations and cash flows or changes in financial position for the fiscal year then ended and issue our reports and related management letters within the time frames identified. The financial statements are the responsibility of the claimant's management. Our responsibility is to express an opinion on the financial statements based on our audit. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit, we will not issue a report as a result of this engagement.

We will conduct our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

We will also perform the audit as of June 30, 2006, of those claimants that so require to satisfy the audit requirements imposed by the Single Audit Act of 1984, U.S. Office of Management and Budget (OMB) Circular A-133, as identified in the attachment.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts. Statistical sampling may be used if feasible. These procedures may, for example, include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, legal counsel, and banks. Since the auditor may determine such procedures are not appropriate under the circumstances, alternative procedures may be required. At the conclusion of our audit, we will request certain written representations from the specified agencies, claimants and funds about the financial statements and related matters.

An audit is based primarily on the selective testing of accounting records and related data; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Because we will not perform a detailed examination of all transactions, our audit is subject to the inherent risk that material errors, irregularities or illegal acts, including fraud or defalcations, if they exist, will not be detected.

It should be remembered that auditors are not insurers, and as a result, our report cannot guarantee that a material misstatement does not exist in the financial statements.

We understand that the management of the specified agencies, claimants and funds will provide us with the basic information required for our audit and that they are responsible for the accuracy and completeness of that information. We will advise the specified agencies, claimants and funds about appropriate accounting principles and their application and will assist in the preparation of their financial statements, but the responsibility for the financial statements remains with the management of the agencies, claimants and funds. This responsibility includes the maintenance of adequate records and related controls, the selection and application of accounting principles, and safeguarding of assets.

We understand that the employees of the agencies, claimants and funds will prepare all cash, accounts receivable, accounts payable and other confirmations we request and will locate any invoices we select for testing.

Our audit is not specifically designed and cannot be relied on to disclose reportable conditions, that is, significant deficiencies in the design or operation of the internal control structure. However, during the audit, if we become aware of such material weaknesses in internal control structure or ways that we believe management practices can be improved, we reserve the right to advise the specified agencies, claimants and funds of these weaknesses in a letter to management.

We expect to begin our audit upon contract approval, provide drafts of our reports by November 30, 2006, and complete and issue our final reports no later than December 30, 2006.

Our liability as auditor shall be limited to the period covered by our audit and shall not extend to later periods for which we are not engaged as auditor.

It is our policy to keep workpapers related to this engagement. When records are returned to the specified agencies, claimants and funds, it is their responsibility to retain and protect their records for possible future use, including potential examination by any government or regulatory agencies.

We will also prepare the State Controller's reports for all transit claimants for the fiscal year ended June 30, 2006.

Unforeseen or changed circumstances might affect our original fee estimate. If that is the case, we will notify you as soon as we become aware of it. Our fee for these services will be based on the actual time spent at our standard hourly rates, plus direct out-of-pocket costs, such as report production, computer charges, telephone calls, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Our fee for these services is as follows, per specified work as detailed in the attachment:

CLAIMANT	TASK NUMBER	AMOUNT
All TDA audits	50207000	\$ 57,298.00
Valley Measure I audits	50407000	23,520.00
Mountain/Desert Measure I audits	50507000	24,780.00
Mountain/Desert single audit	50107000	14,000.00
		\$ 119,598.00

SANBAG has expanded the scope of the work to be performed as it relates to certain transit agencies, which includes the revised presentation of the financial statements to conform with GASB 34 and additional procedures required by the NTD. The pricing has been modified to reflect the estimated additional costs.

At the conclusion of the engagement, management of the specified agencies, claimants and funds agrees to give us a representation letter which, among other things, will confirm management's responsibility for the underlying assumptions and appropriateness of the financial forecast and its presentation.

We will be pleased to discuss this letter with you at any time.

If the foregoing is in accordance with your understanding, please sign this letter in the space provided and return it to us. The additional copy is for your records.

Sincerely,



Jeffrey D. Miers  
Certified Public Accountant

E:06-003

Enclosure

ACKNOWLEDGED:  
San Bernardino Associated Governments

\_\_\_\_\_  
Date



## *Minute Action*

AGENDA ITEM: 16

**Date:** June 7, 2006

**Subject:** STP / Measure I Exchange Agreement with the City of Twentynine Palms

**Recommendation:**\* Approve Contract No. 06062 with the City of Twentynine Palms for the exchange of \$507,000 in Surface Transportation Funds for \$456,300 in Measure I Valley Major Project Funds for the project development and construction of the Two Mile Road Overlay and Widening project, as specified in the financial impact section.

**Background:** The Two Mile Road Overlay and Widening project has had a lengthy and difficult history. In 2000, the project received an allocation of \$290,000, based upon a Mountain/Desert call for projects. In September 2004 the City relinquished the federal funds due to an inability to obligate the project under federal requirements. The City has continued to implement the project in phases using local funds. The initial phase of new pavement has been completed. The second phase includes overlay and widening of existing pavement from Adobe to Sunrise providing a continuous east-west major roadway.

On December 7, 2005, the Board allocated available Federal Surface Transportation Program Funds (STP) from SAFETEA-LU to Mountain/Desert jurisdictions. Due to the extremely limited transportation funding in the past several years, STP funds were allocated directly to high priority projects which had stalled due to lack of funding. In addition, the Board authorized the exchange of Federal STP funds for Measure I Valley Major Projects funds for a limited number of rural Mountain/Desert projects where there is a need for local funds to

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

match federal discretionary earmarks received from SAFETEA-LU and to facilitate project completion.

The December 7, 2005 Board action anticipated a full dollar-for-dollar exchange of the two fund types. However, at the April 21, 2006 Mountain/Desert Committee Meeting, a subsequent agenda item recommended that the STP funds be exchanged for Measure I Major Projects funds at a rate of \$1 for \$.90 respectively, or a ten percent discount. This recommendation was made in light of changing California Transportation Commission policies which limit funding approvals to the actual proportion of obligational authority rather than the amount of the apportionment. Historically, obligational authority has been at only 90% of the apportionment level. Staff is working with the California Transportation Commission and other agencies throughout the State to address issues associated with this policy and will report to the Board on this issue at a later date.

The cooperative agreement attached to this agenda item reflects the changed rate of exchange. It is a cost reimbursement agreement for an amount not to exceed \$456,300 and requires bi-annual reporting. The contract ends June 30, 2010.

***Financial Impact:*** This item is to be funded by Task No. 0694100 Mountain/Desert Planning and Programming with Measure I Valley Major Projects funds that were approved for exchange with SAFETEA-LU STP funds on May 3, 2006.

***Reviewed By:*** The agreement has been reviewed by Counsel and unanimously approved by the Plans and Programs Policy Committee on May 17, 2006.

***Responsible Staff:*** Deborah Robinson Barmack, Director of Management Service

**SANBAG Contract No. 06062**

by and between

San Bernardino Associated Governments

and

City of Twentynine Palms

for

Two Mile Road Overlay and Widening**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____	Retention: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
--	-------------------------	--	--

**Notes:**

Original Contract: \$ <u>456,300</u>	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 456,300**

Please include funding allocation for the original contract or the amendment

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Amounts</u>
1 <u>0694100</u>	<u>5011</u>	1 <u>MIVMPF</u>	\$ <u>456,300</u>
2 _____	_____	2 _____	\$ _____
3 _____	_____	3 _____	\$ _____
4 _____	_____	4 _____	\$ _____

Original Board Approved Contract Date: 5/3/06 Contract Start: 5/3/06 Contract End: 6/31/10

New Amend. Approval (Board) Date: \_\_\_\_\_ Amend. Start: \_\_\_\_\_ Amend. End: \_\_\_\_\_

**If this is a multi-year contract/amendment, please allocate costs among fiscal years:**

Fiscal Year: <u>05/06</u> \$ <u>456,300</u>	Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____
--	--------------------------------	--------------------------------

Is this consistent with the adopted budget? ☒ Yes ☐ NoIf no, has the budget amendment been submitted? ☒ Yes ☐ No Budget Amendment approved April 2006.**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes \_\_\_\_\_%Task Manager: Deborah Robinson BarmackContract Manager: Deborah Robinson Barmack

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

**SANBAG CONTRACT NO: 06062**  
**by and between**  
**SAN BERNARDINO ASSOCIATED GOVERNMENTS**  
**and**  
**CITY OF TWENTYNINE PALMS**  
**for**  
**Two Mile Road Overlay and Widening**

THIS CONTRACT ("Contract") is made and entered into the 3rd day of May 2006 by and between the San Bernardino Associated Governments, hereinafter referred to as "SANBAG", and the City of Twentynine Palms, hereinafter referred to as "CITY".

**RECITALS**

WHEREAS, SANBAG Board is the agency designated to allocate Surface Transportation Program ("STP") funding authorized in the Federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU"); and

WHEREAS, in allocation of STP, SANBAG Board determined that a trade of more flexible Measure I funds would be a substantial benefit to CITY; and

WHEREAS, the substantial benefit to CITY is the ability of the more flexible Measure I funds to serve as a local match to leverage federal funds; and

WHEREAS, SANBAG can utilize STP on the I-215 project and has Measure I Major Projects funds available to trade with the city; and

WHEREAS, SANBAG approved a trade of STP funds in the amount of \$507,000 for Measure I Major Projects funds in the amount of \$456,300 on May 3, 2006,

NOW, THEREFORE, in consideration for the promises set forth herein, the parties hereto agree as follows:

1. General Scope of Contract. SANBAG shall provide \$456,300 in Measure I Major Project funds to CITY for the Two Mile Road Overlay and Widening project, hereafter referred to as "PROJECT", to be used for any phase of project development and construction. The PROJECT proposes to widen Two Mile Road from an existing 24 foot wide two lane road to 36 foot wide three lane road from Adobe Road to Sunrise Road for a total length of 2 miles. The widening will accommodate a continuous left turn lane. The entire road way will be overlayed with 2" of A.C. Pavement. SANBAG's financial responsibility shall not exceed \$456,300. The CITY is responsible for project performance, and any costs beyond those authorized by this agreement shall be the sole responsibility of the CITY, and changes in the scope, character or total cost of the PROJECT are the sole responsibility of the CITY.

2. Term. The term of this Contract shall be from the date of execution by both parties until PROJECT completion, unless earlier terminated by SANBAG, but the contract shall extend no later than June 30, 2010.
3. Coordination with State and Federal Agencies. CITY shall interface directly with Caltrans, the Federal Highway Administration ("FHWA") and other involved agencies, as applicable, relative to PROJECT application, submission, processing, and reporting.
4. Reporting. CITY shall submit reports biannually to SANBAG that document the status of PROJECT's implementation progress, including task completion status and fund expenditures. The first report shall be submitted to SANBAG within six (6) months of the execution date of this Contract. All subsequent biannual reports shall be submitted in accordance with the format and guidance provided by SANBAG.
5. Billing. CITY will bill SANBAG on a monthly basis or less frequently, but not less than annually. Payments will be made to the CITY by SANBAG, on a cost reimbursement basis, in accordance with the invoices submitted by CITY as work is completed. Properly submitted and documented invoices shall be paid within (30) days after said invoices are received by SANBAG.
6. Project Status Presentation. CITY shall present, on an annual basis or as requested, a presentation to the Mountain/Desert Policy Committee detailing the status of PROJECT's implementation progress, including task completion status, and budget status. The first presentation shall be made to Mountain/Desert Policy Committee within one (1) year, or as requested, from the execution date of this Contract.
7. Standard of Care. Licenses. CITY shall perform the work required to complete the PROJECT under this Contract with all due diligence and in a skillful and competent manner. CITY shall be responsible to SANBAG for any errors or omissions in its execution of this Contract. CITY represents and warrants to SANBAG that it and/or its contractors has or will have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work required to complete the PROJECT. CITY further represents and warrants that it and/or its contractors shall keep in effect all such licenses, permits, and other approvals during the term of this Contract.
8. Records. CITY shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to the PROJECT, files, accounts, reports, cost proposals with backup data, and all other material relating to the PROJECT. CITY shall, upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to CITY, for auditing, inspection, and copying. Any subcontract, entered into as a result of this Contract, shall contain all of the provisions of this paragraph.

9. Attorneys' Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Paragraph 10, Indemnification.

10. Indemnification. CITY shall defend with counsel reasonably approved by SANBAG, indemnify and hold SANBAG, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or willful misconduct of CITY arising out of or in connection with CITY's performance of this Contract and/or the PROJECT.

11. Delivery of Notices. All notices permitted or required under this Contract shall be given to the respective parties in writing at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CITY: Michael Swigart  
City of Twentynine Palms  
6136 Adobe Road  
Twentynine Palms, California 92277

SANBAG: Deborah Robinson Barmack  
San Bernardino Associated Governments  
1170 W. 3<sup>rd</sup> St, 2<sup>nd</sup> Floor  
San Bernardino, California 92401

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

12. Entire Agreement. This Contract contains the entire Contract of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing approved by SANBAG's Board of Directors and signed by both parties.

13. Governing Law and Venue. The parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. Therefore, the law of the State of California, without regard to any conflicts of law provisions, shall govern any action or claim arising out of this Contract. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third

party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

14. Time of Essence. Time is of the essence for each and every provision of this Agreement

15. Jury Trial Waiver. CITY and SANBAG hereby waive their respective right to trial by jury and agree to accept trial by judge alone of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either CITY against SANBAG or SANBAG against CITY on any matter whatsoever arising out of, or in any way connected with, this Contract, the PROJECT, the relationship of CITY and SANBAG, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect, regardless of whether such action or proceeding concerns any contract or tort or other claim. The parties acknowledge that this waiver of jury trial is a material inducement to each of them to enter into this contract and that they would not have entered into this contract without this jury trial waiver. The parties further agree that each of them has had the opportunity to consult with counsel of its own choosing in connection with this jury trial waiver and understands the legal effect of this waiver.

16. Successors and Assigns. This Contract shall be binding on the successors and assigns of the parties, but may not be assigned by CITY.

17. Prohibited Interests.

A. Solicitation. CITY warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for CITY, to solicit or secure this Contract. Further, CITY warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CITY, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, SANBAG shall have the right to rescind this Contract without liability.

B. Conflict of Interest. For the term of this Contract, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. CITY covenants that at present time it has no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performance of the Contract or the PROJECT required hereunder.

18. Equal Opportunity Employment. CITY represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

19. Consent. Whenever consent or approval of any party is required under this Contract, that party shall not unreasonably withhold nor delay such consent or approval.

20. Disputes. In the event any dispute arises between the parties hereto under or in connection with this Contract, the dispute shall be decided by the Executive Director of SANBAG or a duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a detailed statement of the grounds of the dispute and why the dispute should be resolved in CITY's favor. If the Executive Director fails to resolve the dispute in a manner acceptable to CITY, then such appeal shall be decided by a court of competent jurisdiction. During resolution of the dispute, CITY shall proceed with the performance of this Contract to the extent practicable.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the date first hereinabove written.

SAN BERNARDINO  
ASSOCIATED GOVERNMENTS:

CITY OF TWENTYNINE PALMS:

By: \_\_\_\_\_  
Kelly J. Chastain, President

By: \_\_\_\_\_  
Michael Swigart, City Manager

APPROVED AS TO LEGAL FORM:

By: Jean Rene Basle  
Jean Rene-Basle, SANBAG Counsel



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 17

**Date:** June 7, 2006

**Subject:** Amendment to the Transit Operating and Capital Plan (TOCP) for the Mountain Area Regional Transit Authority (MARTA), and Allocation of State Transit Assistance Fund (STAF)

- Recommendation:\***
1. Approve amendment to the MARTA TOCP for Fiscal Year 2006-2009 to reflect an additional project to repair damage to the Crestline facility parking area. Total project is estimated to cost \$70,000.
  2. Adopt Resolution 06-024 authorizing STAF allocation number 06-12-MRT-B in the amount of \$70,000.

**Background:** The Crestline facility sustained significant damage from storm water runoff. During January of 2006 torrential rains undermined the driveway and parking areas at the facility. Recently sink holes have manifested themselves and the stability of the soil is a safety concern. The estimated cost to repair the facility is \$70,000. Should MARTA receive any compensation from the adjacent property owner(s), MARTA will be required to return that amount to the STAF. STAF funding is available to MARTA to remedy the situation.

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

BRD0606c-vlb.doc  
0650201  
Attachments:  
R06024-vlb.doc  
R06024-vlb.xls

Section 6753 of the California Code of Regulations (CCR) requires that the County Transportation Commission allocate STAF through the adoption of a resolution. Further, SANBAG requires the transit operator to amend its TOCP to reflect changes in its budget. The resolution presented for approval is consistent with the aforementioned plan and budget amendments.

**Financial Impact:** This item has no direct impact on the 2005/2006 Budget. The item does provide for the allocation of funds necessary to support the MARTA's capital budget. Administration of STAF is consistent with the approved 2005/2006 Budget, Task No. 0650201.

**Reviewed By:** This item is scheduled to be reviewed by the MARTA Board of Directors at their May 15, 2006 meeting and was unanimously recommended for approval by the Plans and Programs Committee on May 17, 2006.

**Responsible Staff:** Michael Bair, Director of Transit and Rail Programs  
Victoria Baker, Senior Transit Analyst

## **RESOLUTION NO. 06-024**

### **RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION AUTHORIZING ALLOCATION OF STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2005-2006**

WHEREAS, the San Bernardino County Transportation Commission (SANBAG) is designated as the "regional entity" by the State of California, and is therefore, responsible for the Administration and Allocation of funds from the State Transit Assistance Fund (SB620).

WHEREAS, the Mountain Regional Area Transit Authority has filed an amended claim with SANBAG for State Transit Assistance,

WHEREAS, SANBAG has reviewed the claim and finds the claim conforms to the State laws and regulations; and

- (a) The claimant's proposed expenditures are in conformance with the Regional Transportation Plan.
- (b) The claimant's level of passenger fares and charges are sufficient to enable the operator or transit service to meet the fare revenue requirement that is applicable to the claimant.
- (c) The claimant is making full use of federal funds available under the Safe, Accountable, Flexible and Efficient Transportation Equity Act – A Legacy for Users, as amended.
- (d) The sum of the claimant's allocations from the State Transit Assistance Funds and from the Local Transportation Funds does not exceed the amount the claimant is eligible to receive during the fiscal year.
- (e) Priority consideration has been given to claims to offset reduction in federal operating assistance and unanticipated increases in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, county-wide, or area-wide public transportation needs.
- (f) The operator has made reasonable effort to implement productivity improvements recommended pursuant to Public Utilities Code 99244.
- (g) The operator is in compliance with the eligibility standards pursuant to Public Utilities Code Section 99314.6.

NOW, THEREFORE BE IT RESOLVED that SANBAG hereby approves the allocation shown on the attached Allocation Instruction Summary.

BE IT FURTHER RESOLVED that the Executive Director of SANBAG is hereby authorized to transmit allocation instructions to the County Auditor/Controller.

Approved by the Board of Directors of the San Bernardino County Transportation Commission at a regular meeting thereof held this 7<sup>th</sup> day of June 2006.

\*

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

R06024-vlb.doc

# **FY 2004-2005 State Transit Assistance Allocation Instruction**

<b>Allocation #</b>	<b>Amount</b>	<b>Purpose</b>	<b>PUC Section</b>	<b>Amount</b>
06-12-MRT-B	\$ 70,000	Capital		
<b>Total</b>	<b>\$ 70,000</b>			

99313	\$ 70,000
99314	

**Capital Project:**

<b>Facilities:</b> Crestline 2006 Storm Damage Repair to parking areas	\$ 70,000
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## *Minute Action*

### AGENDA ITEM: 18

**Date:** June 7, 2006

**Subject:** Quarterly Administrative Report on SANBAG Federal Funding Programs

**Recommendation:**\* 1) Receive report on quarterly reporting and obligation status.  
2) Adopt a finding of compliance with obligation requirements for all affected agencies.

**Background:** Assembly Bill 1012 requires SANBAG to monitor and report to Caltrans on the use of Congestion Mitigation and Air Quality (CMAQ), Regional Surface Transportation Program (RSTP), and Regional Transportation Enhancement Activities (TEA) funds apportioned to San Bernardino County and allocated by the SANBAG Board. Federal funds apportioned to SANBAG are eligible for obligation for three years. Obligation refers to a commitment by the FHWA to reimburse an agency for an authorized amount of federal funds for a specific project. After three years, unobligated apportionments are subject to reprogramming and loss to SANBAG and its member agencies.

Because of SANBAG's requirement to manage the timely use of funds to avoid loss of funding pursuant to the provisions of AB1012, the SANBAG Board established a protocol that requires recipients of federal funds allocated by SANBAG to enter into contracts with SANBAG. These contracts include a description of the scope of the approved project, the amount of federal fund allocation, and the schedule of project

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*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

implementation. In addition, the terms of the contracts require federal fund recipients to submit quarterly progress reports on their projects to SANBAG until completion of the project. In accordance with adopted SANBAG policy, failure to comply with any provision of the contract constitutes grounds for revocation and reallocation of the funding by action of the SANBAG Board pursuant to the protocol specified in each contract.

#### **Quarterly Reporting Status**

Tables 1 – 4 summarize the projects to which funds were allocated, their quarterly reporting history, and the status of the project. All agencies required to report to SANBAG on the status of their projects submitted quarterly reports by April 15<sup>th</sup> as required by the terms of their contract.

#### **Obligation Status**

As mentioned earlier, federal funds are available for obligation for three years from the date of apportionment. Therefore, unobligated balances from federal apportionments through fiscal year 03/04 will be subject to reprogramming in November 2006. According to project schedules submitted in the project status reports, agencies are anticipating obligation of approximately \$27.5 million CMAQ and \$3.3 million STP by November 2006. Therefore, staff does not expect any CMAQ or STP funds to be subject to reprogramming in December, as indicated by the negative amounts shown in each table under "Expected Amount Subject to Reprogramming 11/06".

Please note that TEA funds are now administered through the STIP. The obligation deadline, therefore, is in June each year, consistent with the State fiscal year. Any programmed funds not obligated will lapse and be unavailable to San Bernardino County until the 2008 STIP programming cycle.

**Financial Impact:** Funding for SANBAG's monitoring of local assistance project status is consistent with the adopted SANBAG Budget Task No. 0637300. The absence of critical project status and progress information provided in quarterly reports could result in SANBAG's inability to assure timely obligation of funds to avoid loss to the agency and its members.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on May 17, 2006 .

**Responsible Staff:** Ty Schuiling, Director of Planning and Programming

**TABLE 1**  
**Congestion Mitigation and Air Quality Program Status**  
**Mojave Desert Air Basin**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2005 Quarterly Reports				Comments
						1	2	3	4	
Adelanto	Adelanto/Auburn/Jonathan Paving	01-052	12/06/00	\$224,000	\$0	Apr-06	*	*	*	RFA3 to be submitted 8/07
Barstow	1st Av @ Irwin Rd Realignment	00-085	01/05/00	\$265,000	\$265,000	C	C	C	C	Project obligated 8/05
Barstow	LNG/CNG Natural Gas Fueling Station	00-077	04/02/03	\$1,587,823	\$1,587,573	C	C	C	C	Project obligated 8/05
Barstow Transit	Purchase Replacement Alt Fuel Paratransit Vehicles	00-081	02/07/01	\$1,663,244	\$1,663,244	C	C	C	C	Project obligated 5/03
Barstow Transit	Paratransit Vehicle Replacement - Gas	pending	08/06/03	\$613,846	\$189,646	Apr-05	Jul-05	Oct-05	Jan-06	\$100,000 to be obligated in FY05/06 (RTIP# 20040701)
Barstow Transit	Purchase Replace Alt Fuel Paratransit Vehicles	pending	08/06/03	\$663,000	\$276,000	Apr-05	Jul-05	Oct-05	Jan-06	Funds programmed in future years (RTIP# 20020140)
Barstow Transit	Paratransit Vehicle Expansion	pending	08/06/03	\$191,000	\$0	Apr-05	Jul-05	Oct-05	Jan-06	Funds to be obligated in FY05/06 (RTIP# 20040821)
Barstow Transit	Bus System - 27 Passenger Replacement Alt Fuel	pending	08/06/03	\$1,142,000	\$0	Apr-05	Jul-05	Oct-05	Jan-06	All funds programmed in future years (RTIP# 20041303)
Barstow Transit	Bus System - Expansion Bus - 35' Alt Fuel 06-2	pending	10/05/05	\$673,000	\$0	*	*	*	Jan-06	Funds to be obligated in FY05/06 (RTIP# 20041301)
MBTA	Replacement Paratransit Vehicles - Gas	pending	08/06/03	\$616,000	\$0	Apr-05	Jul-05	Oct-05	Jan-06	Funds programmed in future years (RTIP# 20040811)
MBTA	Deviated Fixed Route Vehicle Replace - Alt Fuel(28 passengers)	pending	08/06/03	\$327,000	\$0	Apr-05	Jul-05	Oct-05	Jan-06	Funds programmed in future years (RTIP# 20040812)
MBTA	Deviated Fixed Route Vehicle Replace - Alt Fuel(33 passengers)	pending	08/06/03	\$269,000	\$0	Apr-05	Jul-05	Oct-05	Jan-06	Funds programmed in future years (RTIP# 20040813)
MBTA	Purchase Replacement Alt. Fuel Paratransit Vehicles	00-082/01-083	02/07/01	\$2,460,974	\$2,460,974	C	C	C	C	Project fully obligated
MBTA	Purchase Replacement Alt. Fuel Paratransit Vehicles	pending	08/06/03	\$371,000	\$370,941	C	C	C	C	Project obligated 4/05
SB County	Larrea Rd Paving	00-085	12/06/00	\$569,530	\$569,972	C	C	C	C	Project obligated 7/05
SB County	Mesquite St Paving	00-087	12/06/00	\$534,690	\$534,781	C	C	C	C	Project obligated 8/05
Victorville	Park & Ride at Victor Valley College	01-048	12/06/00	\$931,987	\$102,000	Apr-06				RFA3 to be submitted 6/06
Victorville	I-15/Amargosa Park-n-Ride Lot Expansion	00-107	02/02/00	\$653,728	\$80,000	Apr-06				RFA3 to be submitted 6/06
WVTA	Replace Alt. Fuel Paratransit Vehicles	pending	08/06/03	\$1,137,000	\$0	Apr-05	Jul-05	Oct-05	Jan-06	All funds programmed in future years (RTIP# SBD41114)
WVTA	Replacement CNG Buses	pending	08/06/03	\$3,498,750	\$1,020,350	Apr-05	Jul-05	Oct-05	Jan-06	\$2,478,000 to be obligated in FY05/06 (RTIP# SBD41084)
WVTA	Replace Alt. Fuel Paratransit Vehicles	00-084	02/07/01	\$1,952,273	\$1,952,273	C	C	C	C	TEA-21 funds obligated
WVTA	Replacement CNG Buses	00-083	02/07/01	\$3,288,524	\$3,288,124	C	C	C	C	TEA-21 funds obligated
<b>TOTALS</b>					<b>\$23,833,369</b>					

**Obligation Status**

Fiscal Year 05/06:

Apportionment Subject to Reprogramming \$5,095,305  
 Obligated Amount to Date\* \$752,571  
 Additional Obligation Scheduled by 11/06 \$5,778,715  
 Expected Amount Subject to Reprogramming 11/06 \$-1,435,981

Fiscal Year 06/07:

Apportionment Subject to Reprogramming \$3,094,051  
 Obligated Amount for FY06/07 \$0  
 Additional Obligation Scheduled by 11/07 \$2,684,000  
 Expected Amount Subject to Reprogramming 11/07 \*\*\$410,051  
 (Includes amount over-obligated in FY 05/06)

**NOTES:**

\* - Includes projects with closed contracts and projects funded through Board set-asides  
 \*\*NOTE: Not all SAFETEA-LU set-asides have been programmed yet. All funds will be programmed prior to reprogramming deadlines.  
 C - Project Complete/Cancelled  
 RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization



**TABLE 2**  
**Congestion Mitigation and Air Quality Program Status**  
**South Coast Air Basin**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2006 Quarterly Reports				Comments
						1	2	3	4	
Chino	Mountain Avenue Traffic Signal Coordination	02-022	08/01/01	\$251,000	\$251,000	C	C	C	C	Project obligated 3/05
Chino Hills	CNG Time-Fill Refueling Stations	02-036	08/01/01	\$89,400	\$89,000	C	C	C	C	Project obligated 8/05
Colton	Alt. Fuel Park-n-Ride One-Stop Facility	00-097	02/02/00	\$0	\$0	C	C	C	C	Project cancelled by City
Colton	Colton San Bernardino Pedestrian/Bikeway	02-027	08/01/01	\$432,704	\$0	Apr-06	*	*	*	RFA1 to be submitted 8/06
Colton	Washington St at Reche Cyn & Hunts Ln Mitigation	00-102	02/02/00	\$400,000	\$60,000	Apr-06	*	*	*	RFA3 to be submitted 1/07
Fontana	Sierra Avenue/Mulberry Ave ATMS Ph 1 - Communications	02-038	08/01/01	\$2,590,000	\$2,590,000	C	C	C	C	Project obligated 10/03
Highland	5th Street Signal Interconnect	02-032	08/01/01	\$209,000	\$209,000	C	C	C	C	Project obligated 8/05
Highland	Base Line Road Signal Interconnect	02-021	08/01/01	\$96,000	\$96,000	C	C	C	C	Project obligated 2/04
Highland	Palm Avenue Signal Interconnect	02-029	08/01/01	\$57,000	\$57,000	C	C	C	C	Project obligated 8/05
Loma Linda	Anderson St/Tippescarpe Av Signal Interconnect	00-092	02/02/00	\$105,740	\$105,000	C	C	C	C	Project obligated 2/03
MARTA	Big Bear Visitors Trolley	02-039	08/01/01	\$274,442	\$274,442	C	C	C	C	Project obligated 5/03
MARTA	Replacement Paratransit Vehicle Purchase	pending	08/06/03	\$1,060,000	\$335,972	Apr-05	Jul-05	Oct-05	Jan-06	\$282,000 to be obligated in FY05/06 (RTIP# 200423)
MARTA	Replacement Buses - Alt Fuel	pending	08/06/03	\$1,265,000	\$0	Apr-05	Jul-05	Oct-05	Jan-06	\$273,000 to be obligated in FY05/06 (RTIP# 200424)
MARTA	Bus System - Operating Assistance	pending	08/06/03	\$80,000	\$0	Apr-05	Jul-05	Oct-05	Jan-06	\$40,000 to be obligated in FY05/06 (RTIP# SBD41055)
Montclair	North Montclair Signal Interconnect	02-033	08/01/01	\$309,700	\$309,700	C	C	C	C	Project obligated 8/03
Montclair	Ramona Av Grade Separation	00-096	02/02/00	\$1,590,461	\$0	Apr-06	Jul-05	Oct-05	Jan-06	RFA3 to be submitted 6/06
Ontonagon	Replacement Paratransit Vehicles for Access Fleet	pending	08/06/03	\$3,325,000	\$0	Apr-05	Jul-05	Oct-05	Jan-06	Funds programmed in future years (RTIP# 20040211)
Rancho Cucamonga	Bus Replacement - Alt Fuel	02-020	08/01/01	\$5,795,000	\$0	Apr-05	Jul-05	Oct-05	Jan-06	Funds programmed in future years (RTIP# SBD00109)
San Bernardino	East Valley LNG/CNG Fueling Facility	02-024	08/01/01	\$911,858	\$100,000	C	C	C	C	Project obligated 5/03
San Bernardino	Washington Street at Waterman Avenue Traffic Signal	02-035	08/01/01	\$106,000	\$136,799	Apr-06	*	*	*	RFA3 sent to CT HQ 4/12/06
San Bernardino	Metrolink Parking Structure	pending	08/06/03	\$7,139,000	\$106,000	C	C	C	C	Project obligated 5/03
SB County	Cresline Commuter Park and Ride Lot	02-028	08/01/01	\$354,119	\$531,000	Apr-05	Jul-05	Oct-05	Jan-06	Funds programmed in future years (RTIP# 20020802)
SB County	San Bernardino Avenue Traffic Signal/Synchronization	02-023	08/01/01	\$2,545,237	\$355,000	C	C	C	C	Project obligated 7/05
SB County	Wabash Av @ SH-38 - Install Traffic Signals	00-089	02/02/00	\$173,250	\$2,545,237	C	C	C	C	Project obligated 7/05
Upland	Upland Metrolink Station - Parking Expansion	pending	08/06/03	\$2,776,800	\$173,772	C	C	C	C	Project obligated 8/05
Upland	SP/PE Right-of-Way Bicycle/Pedestrian Trail - Phase II	02-031	08/01/01	\$1,555,053	\$1,555,053	C	C	C	C	Funds programmed in future years (RTIP# 20040825)
<b>TOTALS</b>					<b>\$33,590,788</b>					<b>\$9,879,975</b>

**Obligation Status**

Fiscal Year 05/06:		Fiscal Year 06/07:	
Apportionment Subject to Reprogramming	\$22,521,546	Apportionment Subject to Reprogramming	\$17,834,780
Obligated Amount to Date*	\$3,022,927	Obligated Amount for FY06/07	\$0
Additional Obligation Scheduled by 11/06	21,753,544	Additional Obligation Scheduled by 11/07	\$18,454,204
Expected Amount Subject to Reprogramming 11/06**	\$-2,254,925	Expected Amount Subject to Reprogramming 11/07**	\$-619,424
		(includes amount over-obligated in FY 05/06)	

**NOTES:**

\* - Includes projects with closed contracts and projects funded through Board set-asides

\*\*NOTE: Not all SAFETEA-LU set-asides have been programmed yet. All funds will be programmed prior to reprogramming deadlines.

C - Project Complete/Cancelled

RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

**TABLE 3**  
**Regional Surface Transportation Program Status**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2005 Quarterly Reports				Comments
						1	2	3	4	
Adelanto	EI Mirage Rehab & Paving - West City Limits to US395	01-036	10/04/00	\$983,068	\$0	Apr-06	*	*	*	RFA3 to be submitted 8/07
Barstow	Lanwood Rd Rehab - Commerce Pkwy to 34th West	01-040	10/04/00	\$423,000	\$423,000	C	C	C	C	Obligated 8/16/05
Barstow	East Main St Rehab - Barstow Rd to Muriel Dr	01-039	10/04/00	\$750,828	\$750,828	C	C	C	C	Obligated 8/17/05
Big Bear Lake	Signal at SR18/Big Bear Bl/Paine Rd/Village Dr	01-035	10/04/00	\$495,280	\$295,000	Apr-06	*	*	*	\$200,000 contingency for cost overruns approved by Board 12/05
Colton	Main St/Lows Av Intersection Improvements	01-077	02/07/01	\$250,000	\$19,476	Apr-06	*	*	*	RFA2 to be submitted 10/06
Fontana	Sierra Av-Baseline to Highland Av-Widen 4-6 Lanes	01-076	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Fontana	Foothill Bl - East Av to Hemlock - Widen 4-6 Lanes	01-079/080	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Fontana	Jurupa/Mulberry Intersection Improvements	01-081	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 9/03
Fontana	Baseline-Citrus to Maple - Widen 2-4 Lanes	01-078	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Highland	5th St - Boulder to SR30 - Widen 2-4 Lanes	01-075	02/07/01	\$870,605	\$0	Apr-06	*	*	*	RFA3 submitted 3/30/06
Idaho	Pepper Av-Foothill to Highland-Widen and Extend to 6 Lanes	01-082	02/07/01	\$2,005,000	\$0	Apr-06	*	*	*	Board reallocated funds to other projects 12/03
San Bernardino	State St-16th St to Foothill-Extend 2 lanes	01-033	10/04/00	\$2,478,840	\$1,043,975	Apr-06	*	*	*	RFA2 to be submitted 2/07
San Bernardino	Needles Hwy-N St to Nevada State Line-Realign, Rehab	01-038	10/04/00	\$1,907,284	\$310,000	Apr-06	*	*	*	RFA2 to be submitted 8/07
SB County	National Trails Hwy - Passing Lanes	01-074	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 3/25/05
SB County	Cedar Av Widening PSE - Slover Av to Valley Bl	01-037	10/04/00	\$0	\$0	C	C	C	C	Project cancelled 9/6/04
Twentynine Palms	Two Mile Road Rehab - Sunrise to Lear	01-041	10/04/00	\$5,999,071	\$5,999,000	C	C	C	C	Obligated 08/23/2005
Victorville	Bear Valley Rd Rehab - I-15 to Kiowa Rd			\$16,153,774	\$8,921,278					
<b>TOTALS</b>										

**Obligation Status**

Fiscal Year 05/06:	Fiscal Year 06/07:
Apportionment Subject to Reprogramming \$20,047,298	Apportionment Subject to Reprogramming \$9,356,795
Obligated Amount to Date* \$25,215,583	Obligated Amount for FY06/07 \$0
Additional Obligation Scheduled by 11/06 \$3,314,974	Additional Obligation Scheduled by 11/07 \$29,868,074
Expected Amount Subject to Reprogramming 11/06 ***\$-8,483,259	Expected Amount Subject to Reprogramming 11/07 ***\$-20,511,279
	(includes amount of over-obligated in FY 05/06)

**NOTES:**

- \* - Includes projects with closed contracts and projects funded through Board set-asides
- \*\*NOTE: Not all SAFETEA-LU set-asides have been programmed yet. All funds will be programmed prior to reprogramming deadlines.
- C - TEA-21 Funded Project Complete/Cancelled
- RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

**TABLE 4**  
**Regional Transportation Enhancement Activities Program Status**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2005 Quarterly Reports				Comments
						1	2	3	4	
Barstow	I-15/Linwood Road Landscaping	01-058	12/05/00	\$416,693	\$416,693	C	C	C	C	Obligated 8/16/05
Covina	Chino/Chino Hills Bikeway Connector	00-073	01/05/00	\$435,000	\$435,000	C	C	C	C	Project obligated 3/05
Cotton	Cotton San Bernardino Ped/Bikeway Project	02-041	08/01/01	\$719,853	\$60,843	Apr-06	*	*	*	RFA3 to be submitted 12/06
Fontana	Fontana Portion of Inland Empire Pacific Electric Trail	pending	10/05/05	\$1,786,000	\$0	Apr-06	*	*	Jan-06	Funds to be obligated in FY05/06 (RTIP# 200074-F)
Rancho Cucamonga	Rancho Cucamonga Portion of Inland Empire Pacific Electric Trail	pending	10/05/05	\$1,786,000	\$0	Apr-06	*	*	Jan-06	Funds to be obligated in FY05/06 (RTIP# 200074-RC)
SB County	Santa Ana River Trail - La Cadena to Waterman	00-070	01/05/00	\$2,706,213	\$2,706,213	C	C	C	C	Project obligated
SB County	Santa Ana River Trail - Waterman Ave to California St	01-054	12/06/00	\$1,040,060	\$1,040,060	C	C	C	C	Project obligated 6/05
SB County	Lake Gregory Walkway	01-055	12/06/00	\$1,009,360	\$1,009,360	C	C	C	C	Project fully obligated
SB County	Green Valley Lake Museum, Trail, Visitors Center	00-076	01/05/00	\$200,000	\$175,244	C	C	C	C	Project fully obligated
Twentynine Palms	National Park Drive Entry Project	00-075	01/05/00	\$91,000	\$91,000	C	C	C	C	Project obligated 8/04
Upland	SP/PE ROW Bike/Ped Trail	01-056	12/06/00	\$1,568,400	\$1,568,400	C	C	C	C	RFA1 to be submitted 8/06
Upland	SP/PE Right-of-Way Bicycle/Pedestrian Trail - Phase II	02-031	08/01/01	\$908,000	\$608,000	Apr-06	*	*	*	RFA1 to be submitted 8/06
US Forest Service	Rim of the World Scenic Trail	01-029	01/05/00	\$1,000,000	\$200,000	Apr-06	*	*	*	
Victorville	Riverwalk Trail	00-071	01/05/00	\$2,212,843	\$10,000	Apr-06	*	*	*	
		<b>TOTALS</b>		<b>\$15,897,208</b>	<b>\$8,618,600</b>					

**Obligation Status**

Fiscal Year 05/06:		Fiscal Year 06/07:	
Apportionment Subject to Lapse	\$7,342,000	Apportionment Subject to Lapse	\$3,741,000
Obligated Amount to Date*	\$0	Obligated Amount for FY06/07	\$0
Additional Obligation Scheduled by 7/06	\$3,410,595	Additional Obligation Scheduled by 7/07	\$2,545,210
Expected Amount Subject to Lapse 7/06*	\$3,931,405	Expected Amount Subject to Lapse 7/07*	\$1,195,790

**NOTES:**

\*Note: TEA funds not obligated in the year programmed will lapse. The funds will be available for programming in the 2006 STIP cycle  
C - TEA-21 Funded Project Complete/Cancelled  
RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

# **DISCUSSION ITEMS**

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 19

**Date:** June 7, 2006

**Subject:** Election of SANBAG Officers for 2006/2007

**Recommendation:\*** Conduct election for President and Vice President of the SANBAG Board of Directors for 2006/2007.

**Background:** In accordance with the SANBAG Bylaws, the Board of Directors annually elects officers of the organization. This item provides for the election of officers for 2006/2007. Section B of the SANBAG Bylaws indicates:

The Office of President shall alternate annually between county representatives and city representatives. In years when the President is a county representative, the Vice President shall be a city representative and vice versa.

In accordance with SANBAG Policy No. 10002, the SANBAG Vice President shall serve as Chair of the Administrative Committee.

An informal practice has been established which rotates the city officer position among East Valley, West Valley, and Mountain/Desert city members. This rotation calls for a Mountain/Desert area city representative to be elected. A Chronology of Officers is attached to this agenda item for information.

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

New officers will take office at the July Board of Directors and Administrative Committee meetings. Selection of policy committee chairs and vice chairs will be scheduled during the month of June.

***Financial Impact:*** This item has no financial impact on the SANBAG budget. Staff activities related to officer elections is consistent with the adopted SANBAG budget, Task No. 0660105.

***Reviewed By:*** This item has not been reviewed by any SANBAG policy committee. It is consistent with the agency bylaws and past practices.

***Responsible Staff:*** Deborah Robinson Barmack  
Director of Management Services

## Attachment #1 SANBAG Chronology of Officers

List of Officers who have served on the SANBAG Board of Directors from 1973 to the present.

Term	President	Vice President
2005-2006	Kelly Chastain City of Colton	Dennis Hansberger Board of Supervisors
2004-2005	Paul Biane Board of Supervisors	Kelly Chastain City of Colton
2003-2004	Bill Alexander City of Rancho Cucamonga	Paul Biane Board of Supervisors
2002-2003	Bill Postmus Board of Supervisors	Bill Alexander City of Rancho Cucamonga
2001-2002	Jim Bagley City of Twentynine Palms	Bill Postmus Board of Supervisors
2000-2001	Dennis Hansberger Board of Supervisors	Jim Bagley City of Twentynine Palms
1999-2000	Robert Christman City of Loma Linda	Dennis Hansberger Board of Supervisors
1998-1999	Kathy A. Davis Board of Supervisors	Robert Christman City of Loma Linda
1997-1998	David Eshleman City of Fontana	Kathy A. Davis Board of Supervisors
1996-1997	Jon Mikels Board of Supervisors	David Eshleman City of Fontana
1995-1996	Jim Busby City of Victorville	Jon Mikels Board of Supervisors
1994-1995	Jerry Eaves Board of Supervisors	Jim Busby City of Victorville
1993-1994	Laurie Tully-Payne City of Highland	Jerry Eaves Board of Supervisors
1992-1993	Barbara Cram Riordan Board of Supervisors	Laurie Tully-Payne City of Highland
1991-1992	Larry Rhinehart City of Montclair	Robert Hammock Board of Supervisors

### SANBAG Chronology of Officers (continued)

1990-1991	Marsha Turoci Board of Supervisors	Larry Rhinehart City of Montclair
1990-1991	A.W. Bill Speyers City of Big Bear Lake	Marsha Turoci Board of Supervisors
1989-1990	Larry Walker Board of Supervisors	A.W. Bill Speyers City of Big Bear Lake
1988-1989	Elmer Digneo City of Loma Linda	Larry Walker Board of Supervisors
1987-1988	Jon Mikels Board of Supervisors	Elmer Digneo City of Loma Linda
1986-1987	Frank Carpenter City of Upland	Jon Mikels Board of Supervisors
1985-1986	Barbara Cram Riordan Board of Supervisors	Jon Mikels City of Rancho Cucamonga
1984-1985	Edward Dondelinger City of Adelanto	Barbara Cram Riordan Board of Supervisors
1983-1984	David McKenna Board of Supervisors	Edward Dondelinger City of Adelanto
1982-1983	John Longville City of Rialto	David McKenna Board of Supervisors
1981-1982	Cal McElwain Board of Supervisors	John Longville City of Rialto
1980-1981	Homer Briggs City of Ontario	Cal McElwain Board of Supervisors
1979-1980	Robert Hammock Board of Supervisors	Homer Briggs City of Ontario
1978-1979	Chresten Knudsen City of Redlands	Joe Kamansky Board of Supervisors
1977-1978	Robert Townsend Board of Supervisors	George Goldsmith City of Barstow
1976-1977	Eileen Carter City of Chino	Robert Townsend Board of Supervisors
1975-1976	James Mayfield Board of Supervisors	Jack Cummings City of Redlands
1974-1975	John McCarthy City of Upland	James Mayfield Board of Supervisors
1973-1974	Nancy Smith Board of Supervisors	John McCarthy City of Upland



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 20

**Date:** June 7, 2006

**Subject:** Adoption of the SANBAG 2006/2007 Budget

- Recommendation:\***
1. Conduct the Public Hearing on the Proposed 2006/2007 SANBAG Budget.
  2. Adopt the 2006/2007 Budget.
  3. Approve the following budget amendments:
    - a. Amend Task No. 94107000, Mt/Desert Planning and Project Development, to reduce the task amount from \$1,679,300 to \$1,523,300.
    - b. Amend Task No. 94507000, Victor Valley Area Transportation Study, to reduce the task amount from \$624,608 to \$599,608 in local funds.
    - c. Amend Task No. 94207000, Financial Management, to increase the task amount for Costs of Issuance from \$30,000 to \$170,000 of Measure I Major Projects Funds.
    - d. Amend Task No. 70107000, Valleywide Signal Coordination Program, to reduce anticipated encumbrances by \$2,906,110 and increase Total New Budget with CMAQ Funds by the same amount.

**Background:** The SANBAG 2006/2007 proposed budget has been developed in accordance with the schedule adopted by the Board of Directors. The proposed budget document was distributed to the members of the Board of Directors at the

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

May 3, 2006 meeting. On May 10, 2006, a Board Budget Workshop was conducted.

Task level budget development has been completed relative to all of the activities to be included in the FY 2006/2007 budget. SANBAG's budget process is structured to provide for the maximum level of input from SANBAG policy committees. Each policy committee has reviewed the tasks that relate to the functional areas of committee oversight and each task has been reviewed by **at least one** of the SANBAG policy committees.

SANBAG's budget process began with a review of the Board of Directors direction as it relates to short term goals and how it integrates with long term goals and objectives. Simultaneous with this review, staff analyzes available resources.

SANBAG develops a program based budget which is adopted with funding source detail. The modified accrual basis (where revenues are recognized when received and available to meet current year obligations) is the basis for the FY 2006/2007 Budget. The Budget Summary shows the anticipated revenues and expenditures for new activity for the upcoming fiscal year.

Four amendments to the proposed budget for FY 2006/2007 are being requested. On May 3, 2006, the Board of Directors amended a prior action relative to the exchange of Measure I Major Projects funds for Federal Surface Transportation Program (STP) funds for several Mountain/Desert jurisdictions. The action changed the rate of exchange from a dollar for dollar exchange to a rate of \$1 of STP for \$.90 of Measure I Major Projects funds. Additionally, a similar agreement for the City of Hesperia to provide local Measure I funds to SANBAG in exchange for programming of STP funds was similarly affected. Task No. 94107000, Mt/Desert Planning and Project Development, is a reduction of \$156,000 in anticipated encumbrances on June 30, 2006. Task No. 94507000, Victor Valley Area Transportation Study, is reduced by \$25,000 in local funds contributed to SANBAG in an exchange agreement with the City of Hesperia.

A third amendment involves a distribution of excess bond proceeds remaining from the 1993 Bonds that are available for payment to the Town of Yucca Valley. Task No. 94207000, Financial Management, is increased by \$140,000 of Measure I Major Projects Funds to fund the disbursement and other increased Costs of Issuance.

The final amendment involves a reduction of Estimated Encumbrances by \$2,906,110 and increasing Consulting Fees and the Total New Budget by the same amount using CMAQ Funds. Changes to the Disadvantaged Business Enterprise Program caused a delay in the award of the new contracts into the FY 2006/2007 Budget.

***Financial Impact:*** The 2006/2007 SANBAG Budget, with recommended amendments activity, totals \$308,839,682 and establishes the financial, staffing, and work product authority for the agency activities during the coming fiscal year.

***Reviewed By:*** The 2006/2007 budget was unanimously recommended for adoption by the Administrative Committee and all of the members who participated in the May 10, 2006 Board Budget Workshop. All five of the SANBAG policy committees have reviewed task descriptions and budgets for activities under their purview.

***Responsible Staff:*** Tony Grasso, Executive Director  
Terrence J. McGuire, Chief Financial Officer

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 21

**Date:** June 7, 2006

**Subject:** Monthly SANBAG Investment Report

**Recommendation:**\* Receive SANBAG Investment Report with new format.

**Background:** The SANBAG Investment Report, which has been distributed monthly to the Board in the Board packet, has been a lengthy summary of the investment program including a summary of Local Agency Investment Funds (LAIF), and all investment holdings of the San Bernardino County pool. Reports in the past have often been over 70 pages of information and presented more information than what may be useful for the Board and more than what is required by the California Government Code.

The attached report has been shortened significantly and designed to present the most important information to the Board in a manner that is hopefully easier to read and understand. The report contains all information that is required by the California Government Code, and the more detailed information on the investment program is available from the Chief Financial Officer or his staff.

**Financial Impact:** There is no impact to SANBAG's current or future budgets.

**Reviewed By:** This report format has been prepared by the Chief Financial Officer and Public Financial Management, the agency's Investment Advisor. The report format will be reviewed and discussed by the Administrative Committee on June 14, 2006.

**Responsible Staff:** Terrence J. McGuire, Chief Financial Officer

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 22

**Date:** June 7, 2006

**Subject:** Financing Team Request for Proposals and Recommendations for Selection

- Recommendation:** \*
1. Approve selection committee recommendations for financing team as follows:  
Montague DeRose and Associates – Financial Advisor  
Orrick – Bond Counsel  
Nossaman, Guthner, Knox & Elliot – Disclosure Counsel and:  
Investment Banking Team includes:  
Merrill Lynch – Senior Manager  
Goldman Sachs – co-Senior Manager  
UBS, Citigroup and Lehman Brothers – co-managers
  2. Authorize staff to prepare and submit contracts for Financial Advisor, Bond Counsel and Disclosure Counsel to the Administrative Committee for review.

**Background:** At the Administrative Committee meeting on April 12, 2006, a request was made for the Administrative Committee to authorize the release of three RFPs: RFP 07-004 for Bond Counsel; RFP 07-005 for Investment Bankers; and, RFP 07-006 for Financial Advisor. The Committee authorized the release of the RFPs.

The RFPs were released on April 17, 2006. A list of the firms that submitted proposals and the firms that were ultimately interviewed for each RFP is attached to this Agenda Item.

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

SANBAG received proposals for Bond Counsel from 9 firms on April 26, 2006. The proposals were reviewed by the SANBAG CFO and a representative of the San Bernardino County Counsel office. Three firms were selected for interviews for Bond Counsel and/or Disclosure Counsel: Orrick; Nossaman, Guthner, Knox & Elliott; and, Squire, Sanders & Dempsey. The interviews were completed on May 8, 2006. After the RFP process and interviews, the selection panel recommends that SANBAG select Orrick as Bond Counsel and Nossaman, Guthner, Knox & Elliott as Disclosure Counsel.

SANBAG received proposals for Investment Banking services from 10 firms on April 28, 2006. The proposals were reviewed by the SANBAG CFO, the RCTC CFO and a representative of the public finance staff in the San Bernardino County's CAO office. A short list of firms for interviews was identified on May 5, 2006 and interviews of 6 firms were completed on May 15, 2006. After the RFP process and interviews, the selection panel recommends that SANBAG select Merrill Lynch as senior manager, Goldman Sachs as co-senior manager, and UBS, Citigroup and Lehman Brothers as co-managers.

SANBAG received proposals for Financial Advisor services from 7 firms on April 27, 2006. The proposals were reviewed by the SANBAG CFO, the RCTC CFO and the Deputy Administrative Officer of the County responsible for bond financing. A short list of firms for interviews was identified on May 8, 2006 and interviews were completed on May 17, 2006. After the RFP process and interviews, the selection panel recommends that SANBAG select Montague DeRose and Associates as Financial Advisor.

Draft contracts for Bond Counsel, Disclosure Counsel and Financial Advisor may be available for the June 14 Administrative Committee meeting. No contracts are required at this time for the Investment Banking services since contracts with Investment Bankers are related to specific transactions, when and if they occur. Staff recommends that the contracts be for an initial term of 3 years with two 2-year options for extensions. This term structure would allow the financing team to stay in place for at least the first three years of the new Measure I program.

***Financial Impact:***

Contracts with Bond Counsel/Disclosure Counsel and Financial Advisor will be primarily based upon hourly rates for requested professional services, with fixed fee or not to exceed project costs negotiated for some financing related project services. Some of the costs will be capitalized as costs of issuance in any future financing. A portion of the hourly rates for services are funded in Task 94207000 of the fiscal year 2006/2007 budget.

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June 7, 2006  
Page 3

***Reviewed By:*** On May 10, 2006, the Administrative Committee received a status report for this procurement and unanimously recommended that the recommendations for selection of the Financial Advisor, Bond Counsel, Disclosure Counsel, and Investment Banking Team be submitted directly to the Board for approval.

***Responsible Staff:*** Terrence J. McGuire, Chief Financial Officer

1. **Proposals for Bond Counsel/Disclosure Counsel were received from the following firms:**

Orrick\*  
Squire, Sanders & Dempsey\*  
Nossaman, Guthner, Knox & Elliott\*  
Best, Best & Krieger  
Fulbright & Jaworski  
Hawkins Delafield & Wood  
Quint & Thimmig  
Kutak Rock  
Nixon Peabody

2. **Proposals for Investment Banking services were received from 10 firms:**

Citigroup\*  
Lehman Brothers\*  
Merrill Lynch\*  
Goldman Sachs\*  
UBS\*  
Bank of America  
Morgan Stanley  
J.P. Morgan  
De La Rosa\*  
Bear Stearns

3. **Proposals for Financial Advisor were received from the following firms:**

Public Financial Management\*  
Public Resources Advisory Group\*  
Montague DeRose\*  
Fieldman Rolapp  
Kelling, Northcross & Nobriega  
Ross Financial  
Springsted

\*Firms selected for interviews.



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 23

**Date:** June 7, 2006

**Subject:** Sole Source Contract for San Bernardino Depot Property Management

**Recommendation:\*** Approve Sole Source Contract No. 07-003 with CityCom Real Estate Services, Inc. for the San Bernardino Depot property and facility management for an initial term of two years with two one-year extensions for the amount of \$88,128, as specified in the Financial Impact Section.

**Background:** **This is a Sole Source Agreement.** SANBAG and the City of San Bernardino, as co-owners of the Depot as Tenants-in-Common share the responsibilities for the Depot as spelled out in Cooperative Agreement #04-040. One of those responsibilities is the retention of a property and facility management firm.

After a competitive procurement process, on March 3, 2004, the Board approved the selection of CityCom Real Estate Services (CityCom) to provide property and facility management at the San Bernardino Depot. The initial term was for the period March 15, 2004 through June 30, 2005. The agreement included a provision to extend the term for an additional year that will end on June 30, 2006 that was approved by the Board on June 1, 2005.

Staff is recommending the approval of a sole source contract with CityCom for continued performance of property and facility management duties for the depot. CityCom is currently providing construction management for the tenant improvements necessary for the police substation and coffee shop. They are also assisting with the development of a landscaping plan for the depot area.

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

BRD0606b-vlb.doc  
IAF07  
Attachment:  
A07003-mab.doc

The new contract has a term of two years beginning July 1<sup>st</sup> 2006, with the option for two additional one-year extensions. The monthly property management fee will remain at \$3,600 per month for the first year and will be increased in the second year by 4%. For each approved extension the monthly management fee will increase by 4% for each year. A portion of the management fee is paid by the occupying tenants of the building with the remaining portion equally split between SANBAG and the City. As more of the Depot is occupied, the portion split by SANBAG and the City will be reduced. In addition CityCom will maintain the current leasing commission for new tenants in the amount of 6% of the first and second years' lease income; 5% of the third and fourth years' lease income; 4% of the fifth years' lease income; and 2% of the lease income for the remainder of the lease term.

***Soul Source:*** Much of the remaining Depot space is currently under construction for two new tenants; the police substation and coffee shop. These improvements are a direct result of CityCom's promotion of depot space for lease. As mentioned above, CityCom is providing construction management for these tenant improvements and is also assisting with the development of a landscaping plan for the depot area. Over the past two years CityCom has been very responsive to the property and facility management issues raised by SANBAG.

***Financial Impact:*** The initial year of the contract \$43,200 is consistent with the Proposed Fiscal Year 2006/2007 with expenses included under the Task IAF07 and 8050700 Building Operations, the out years will be budgeted in their respective years. Using the current building occupancy the share of the first year management fee is allocated thusly: SANBAG \$34,136.41, the Southern California Regional Rail Authority (SCRRA) \$2,748.00 and the City of San Bernardino will pay \$6,315.60. It is anticipated that during FY 2007 with the addition of the San Bernardino Police Department and Apostle Café, SANBAG and City's share will be reduced.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Administrative Committee on May 10, 2006; and, has also been reviewed by SANBAG Counsel.

***Responsible Staff:*** Michael Bair, Director of Transit and Rail Programs  
Deborah Barmack, Director of Management Services

**SANBAG Contract No. 07-003**

by and between

San Bernardino Associated Governments

And

CityCom Real Estate

for

Property Management at the San Bernardino Santa Fe Depot

**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable			<input type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>88,128.00</u>	Previous Amendments Total:	\$ _____
		Previous Amendments Contingency Total:	\$ _____
Contingency Amount:	\$ _____	Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 88,128.00**

Please include funding allocation for the original contract or the amendment ↴

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Amounts</u>
1 <u>IAF07</u>	<u>5553</u>	1 <u>Indirect Allocation - FY 2007</u>	\$ <u>27,820.81</u>
2 <u>8050700</u>	<u>5553</u>	2 <u>Indirect Allocation - FY 2007</u>	\$ <u>6,315.60</u>
3 _____	_____	3 <u>SCRRA</u>	\$ <u>2,748.00</u>
4 _____	_____	4 <u>City of San Bernardino</u>	\$ <u>6,315.60</u>
5 <u>IAF08</u>	<u>5553</u>	1 <u>Indirect Allocation - FY 2008</u>	\$ <u>28,933.63</u>
6 <u>8050800</u>	<u>5553</u>	2 <u>Indirect Allocation - FY 2008</u>	\$ <u>6,568.23</u>
7 _____	_____	3 <u>SCRRA</u>	\$ <u>2,857.92</u>
8 _____	_____	4 <u>City of San Bernardino</u>	\$ <u>6,568.23</u>

Original Board Approved Contract Date: 6/7/06      Contract Start: 7/1/06      Contract End: 6/30/08

New Amend. Approval (Board) Date: \_\_\_\_\_      Amend. Start: \_\_\_\_\_      Amend. End: \_\_\_\_\_

**If this is a multi-year contract/amendment, please allocate costs among fiscal years:**

Fiscal Year: <u>2007</u> \$ <u>43,200.00</u>	Fiscal Year: <u>2008</u> \$ <u>44,928.00</u>	Fiscal Year: _____ \$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ No

If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT**

**Please mark an "X" next to all that apply:**

☐ Intergovernmental    ☒ Private    ☐ Non-Local    ☐ Local    ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No    ☐ Yes \_\_\_\_\_%

Task Manager: **Terrence J. McGuire**

Contract Manager: \_\_\_\_\_

*Terrence J. McGuire*      5/4/06  
Task Manager Signature      Date

\_\_\_\_\_  
Contract Manager Signature      Date

*Terrence J. McGuire*      5/4/06  
Chief Financial Officer Signature      Date

**Agreement 07-003**

**PROPERTY MANAGEMENT AGREEMENT  
between  
SAN BERNARDINO ASSOCIATED GOVERNMENTS  
and  
CITYCOM REAL ESTATE SERVICES, INC.  
for the  
SAN BERNARDINO SANTA FE DEPOT**

This Property Management Agreement ("Agreement") is made and entered into as of this 7<sup>th</sup> day of June, 2006, by and between the San Bernardino Associated Governments, ("SANBAG"), and CityCom Real Estate Services, Inc., ("MANAGER").

**BACKGROUND**

WHEREAS, SANBAG and the City of San Bernardino ("CITY") jointly own certain real property in the City of San Bernardino, California, located at 1170 West Third Street, San Bernardino, CA, which property is known as the San Bernardino Santa Fe Depot (the "Depot"), and,

WHEREAS, SANBAG has the exclusive right to enter into, amend or terminate all property management agreements at the Depot, pursuant to SANBAG Cooperative Agreement No. 04-040 with the CITY; and,

WHEREAS, SANBAG requires certain professional services relating to the management of the Depot and MANAGER is qualified to provide those management services,

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, SANBAG and MANAGER do hereby agree as follows:

**1. Premises**

MANAGER will provide the services as described in this Agreement and more particularly described in Section 3 (Scope of Work) for the area of the Depot described as Area "D" on Exhibit "A" which is made a part of this Agreement. This Area will hereinafter be referred to as the "Premises".

**2. Management Term**

This Agreement shall commence as of July 1, 2006, and shall continue until June 30, 2008. SANBAG reserves the right, at its option and upon 30 days prior written notice, to renew this Agreement for two additional one-year extensions.

**3. Scope of Work**

MANAGER shall perform the following services subject to SANBAG's direct supervision, participation, and acceptance and review where required:

(a).Lease Administration:

- Rent collection, including facilities for tenants to pay via credit card if desired;
- Computerized tenant accounting with mailed monthly rent statements and return envelopes, making rent payments easier for tenants;
- Monitoring & implementation of lease provisions, such as periodic rent increases, assessment of late fees, requesting insurance certificates, notification of key events (such as expirations and options to extend or expand), etc.;
- Handling of evictions when necessary, including preparation and service of 3-Day and 30-Day Notices, and interaction with legal counsel throughout the Unlawful Detainer process;
- MANAGER staff member specializing in and dedicated to fielding maintenance requests, consulting lease documents to verify responsibility, dispatching the appropriate vendor, and follow-up with tenants to ensure successful resolution.

(b).Facilities Management:

- On a monthly schedule during business hours inspect vendor performance for the building and common areas, and every other month meet with SANBAG staff to review building-related issues;
- Ensuring that all maintenance and alterations are within the allowable guidelines in keeping with the historical significance of the Depot;
- Handle all competitive bidding for any maintenance or repair services required for the building and common areas, including but not limited to landscaping, janitorial, day porter, parking lot maintenance, HVAC, pest control etc.
- Monitor HVAC control system and make adjustments as necessary;
- Coordinate with security firm to maintain security and parking control;
- 24hour/7day emergency response system using our toll-free number.

(c).Full General Ledger Accounting:

- Billing and collection of all charges to tenants and adjoining property owners as appropriate;
- Preparing a Budget and annual reconciliation and pro-rata billings of common area maintenance & operating expense increase pass-throughs as appropriate, including documentation and allocation of non-leased space costs to SANBAG and the CITY;
- Processing of payables to ensure timely vendor payments;
- Monthly financial reports showing all funds received and disbursed, complete with current and historical profit and loss statements, occupancy reports, bank reconciliations, and various other custom reporting capabilities, and distribution of any net income revenue to the CITY and SANBAG;
- Monthly narrative property report, featuring operational, leasing, and financial highlights from the previous month.

- MANAGER agrees to use due diligence and to employ its reasonable efforts to ensure that the actual costs of maintaining and operating the Premises shall not exceed the amount provided in the applicable Budget (either total or in any line-item).

(d).Leasing:

- Marketing available space(s), handling tours of the suites to prospective tenants, and where appropriate, hiring and supervision of commercial leasing broker alliances to increase exposure;
- Utilizing tenant screening measures, including processing applications, credit reports, financial information, etc. to determine and make recommendations as to acceptance and associated risk of each prospect;
- Landlord represented negotiations for prospective new tenants or existing tenants' lease renewals as the case may be, using either MANAGER's proprietary comprehensive commercial leases customized for the Premises, or any existing preferred lease documentation per the provisions of Section VIII of SANBAG Policy 11000;
- Market, schedule, and arrange accommodations for the availability of the banquet/board meeting room for community meetings and other events.

#### 4. Fees

(a.) Property Management Fee - SANBAG shall pay MANAGER as compensation for the services rendered by MANAGER under this Agreement, including all labor, materials, expenses and other reimbursable costs that are required and incurred by MANAGER in performing services under this Agreement, the sum of \$3,600 per month.: A four percent (4%) inflation factor shall be applied to the 2<sup>nd</sup> year of this agreement. Should the SANBAG exercise the extension options, the 4% inflation factor shall be applied to each of the extensions.

(b.) Lease Commissions - MANAGER shall be entitled to the following commissions on leases of Premises space executed after July 1<sup>st</sup> 2006, and prior to the termination of this Agreement: 6% of first and second years' lease income; 5% of third and fourth years' lease income; 4% of fifth years' income; and 2% of the lease income for the remainder of the lease term. MANAGER shall not be entitled to lease commissions from any lease SANBAG enters into with Amtrak or with Metrolink (Southern California Regional Rail Authority).

(c.) MANAGER shall be permitted to issue a check for the Property Management Fee from the Premises Operating Account on or after the first day of the month following the month for which the fee is due.

#### 5. Service and Supply Contracts

(a) MANAGER shall directly select, supervise and engage with the written approval of the Executive Director of SANBAG, independent contractors, suppliers and vendors, in the operation, repair, maintenance and servicing of the Premises, including but not limited to those necessary for custodial services, landscaping services, security services, the supplying of electricity, gas, water, telephone,

cleaning, elevator maintenance, vermin extermination, trash removal, and other services deemed necessary or advisable by MANAGER for the operation of the Premises.

(b) All service contracts shall, unless expressly approved in writing by SANBAG: (i) include a provision for cancellation (without penalty) by SANBAG on not more than thirty (30) days' written notice, (ii) require that all contractors provide evidence of insurance specified in Section 11 of this Agreement, and (iii) include a provision requiring the contractor to indemnify SANBAG, CITY and MANAGER for any and all claims arising from its acts and omissions, including but not limited to willful misconduct, negligence and all actions in excess of the authority granted to the contractor under the terms of its contract with MANAGER.

(c). Informal Competitive Procurement - Informal competitive procurement procedures will generally be used for purchases in excess of \$5,000, but not exceeding \$25,000. The following general procedures, depending upon the type of purchase, should be used for informal competitive procurement:

(1). A telephone survey for quotations will generally be taken for purchases of goods and services. In such cases, the buyer specifically identifies the item being purchased. Award of a purchase order will be to the lowest responsive responsible bidder whose bid conforms to the requirements.

(2). Informal Requests for Quotes or letters may be required if the goods or services being requested require bidders to have more detail. MANAGER will issue a Request for Quotation to a limited number of firms/individuals. Award of a purchase order will be to the responsible bidder whose bid conforms to the requirements and is most advantageous to SANBAG as to price and other factors considered.

(3). Use of electronic quotation systems operating within San Bernardino County is authorized.

(4). MANAGER will document results of all such informal procurement actions.

(d). Formal Competitive Procurements - The formal Request for Proposal (RFP)/Request for Qualifications (RFQ) process is used to solicit proposals for services in excess of \$25,000 and for solicitation of proposals less than \$25,000 in instances where this process is deemed appropriate.

(1). The RFP/RFQ process is a competitive procurement process that requires evaluation of offeror's proposal and qualifications. This competitive procurement process does not require award to the lowest bidder.

(2). This process applies to professional services contracts and product specific professional and technical consulting contracts. These contracts shall be awarded based upon demonstrated

competence and on the professional qualifications and capabilities necessary for the performance of services required at a fair and reasonable price to SANBAG.

(3). MANAGER will provide complete RFP packages to vendors identified as providing the specific services being requested in the RFP/RFQ either by mail or other methods.

(4). MANAGER will maintain a control record as RFP packets are distributed indicating the date and time of distribution. The record shall contain the names and addresses of offerors receiving the proposal invitations and attendance at pre-proposal conferences, if held. The control record shall be used as a mailing list for the issuance of addendums and as a verification record in the case of vendor protests.

(5). Pre-proposal conferences will be held, when appropriate, to discuss the basic requirements such as instructions to the offerors, funding, contract type, evaluation criteria, and specific points that should be addressed in each proposal.

(6). Included in the RFP/RFQ, will be the question if their firm was ever terminated from a contract. If so, the firm will be required to describe the facts and circumstances in detail.

(e). Formal Competitive Procurements - Request for Bids

(1). The competitive sealed bid method of procurement is used for purchases in excess of \$25,000:

(a).When a complete, adequate and realistic specification or purchase description is available;

(b).Two or more responsible suppliers are willing and able to compete effectively; and

(c).The procurement lends itself to a firm-fixed price contract and the election of the successful bidder can be made on the basis of price.

(2). A control record will be maintained as invitations for bids are distributed indicating the date, time, and/or place of distribution or notice. The record shall contain the names and addresses of offerors receiving the proposal invitations or posting of the notice. The control record shall be used as a mailing list for the issuance of notices relative to the request for bids and as a verification record in the case of vendor protests.



(3). Award of a contract shall be made to the responsive, responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price.

(f). Sole Source Process

(1). In those specific instances when it may be necessary or prudent to enter into sole source contracts, specific approval shall be required. All sole source contracts shall be governed by the following guidelines:

(a). Sole source contracts may be recommended for approval upon a finding of appropriateness and that it is in the best interest of the agency to do so.

(b). Contracts may be recommended for approval on a sole source selection based upon a requirement for unique qualifications, the existence of significant time constraints, and/or in certain instances of demonstrated experience.

(c). Any recommendation for approval of a contract for which a competitive process has not been completed shall contain justification for the lack of competition.

(2). The SANBAG Executive Director, or his designee, shall approve sole source procurements up to \$25,000, using the guidelines outlined in this section. Such sole source procurements shall be routinely reported to the SANBAG Board of Directors.

6. Leases

The SANBAG Board of Directors must approve all leases. A call for bids of the space proposed for lease shall be posted in at least three public places for not less than 15 days and published for not less than two weeks in a newspaper of general circulation. The highest proposal for the proposed lease submitted in response to a call for bids shall be accepted, or all bids shall be rejected.

Leases for a period not exceeding ten years and having an estimated monthly rental of not more than \$5,000 may be excluded from the bidding procedure specified in the preceding paragraph. Leases excluded from the bidding procedure shall be subject to the following requirements.

(a). Notices requesting offers to lease SANBAG property shall be posted in the SANBAG offices. Notices shall also be mailed or delivered at least 15 days prior to accepting offers to lease to any person who has filed written request for notice with SANBAG. Such requests to receive notices shall be renewed annually. Notice shall be published as provided in Government Code Section 6061.

(b). Notices requesting offers to lease SANBAG property shall describe the property proposed to be leased, the terms of the lease, the location where offers to lease the property will be accepted, the location where leases will be executed, and any SANBAG officer authorized to execute the lease.

(c). The Executive Officer, or his designee, is authorized to approve and execute leases exempted from the bidding procedures specified in the preceding paragraph.

(d). Leases exempt from the bidding procedures specified in the preceding paragraph are not renewable except by approval of the Board of Directors after a competitive process.

#### 7. Disbursements for Expenses of Property

MANAGER shall, consistent with the approved Budget, (i) pay all bills which MANAGER determines are properly payable, (ii) pay water charges, sewer rent, and utility assessments and all other charges and impositions as they shall become due and payable. MANAGER shall pay all bills on a timely basis and/or as directed by SANBAG solely out of the Operating Account.

#### 8. Tenant Lease Compliance, Service Requests and Complaints

MANAGER shall maintain businesslike relations with tenants. MANAGER shall use its reasonable efforts and due diligence to secure full compliance by tenants with the terms and conditions of their respective leases, and to this end, MANAGER shall use its reasonable efforts to see that all tenants are informed with respect to such rules, regulations and notices as may be promulgated by SANBAG. MANAGER shall not knowingly take any action which would violate any tenant's lease, and shall promptly deliver to SANBAG any notice of default received from a tenant and use its reasonable efforts to cure such default.

#### 9. Construction Management Services.

For projects of less than \$5,000.00, MANAGER shall order labor and materials and provide the associated supervision and direction for the installation of such renovations, improvements and/or alterations to the Premises. Further, MANAGER shall, at the cost and expense of SANBAG, provide labor and materials, through contractors approved in writing by SANBAG, to perform such work. For projects greater than \$5,000, MANAGER shall, subject to SANBAG authorization, receive a fee equal to 10% of project cost for its project supervision.

#### 10. Indemnification

MANAGER agrees to indemnify, defend and hold harmless SANBAG, CITY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from MANAGER's acts, errors or

omissions and for any costs or expenses incurred by SANBAG on account of any claim therefore, except where such indemnification is prohibited by law.

## 11. Insurance

(a). Without in any way affecting the indemnity herein provided and in addition thereto, MANAGER shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

(1). Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If MANAGER has no employees, it may certify or warrant to SANBAG that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by SANBAG.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If SANBAG determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

(2). Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence.

(3). Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or

(4). Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

(c). Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming SANBAG and CITY its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

(d). Waiver of Subrogation Rights - MANAGER shall require the carriers of the above-required coverage's to waive all rights of subrogation against SANBAG, CITY, its officers, employees, agents, volunteers, vendors, and subcontractor.

(e). Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by SANBAG.

(f). Proof of Coverage - MANAGER shall immediately furnish certificates of insurance to SANBAG evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to SANBAG. MANAGER shall maintain such insurance from the time MANAGER commences performance of services hereunder until the completion of such services. Within sixty- (60) days of the commencement of this Agreement, MANAGER shall furnish certified copies of the policies and all endorsements

## 12. Operating Account

All rents received from the management and operation of the Premises by MANAGER shall be deposited in a banking institution as designated by SANBAG and in a separate, segregated operating account ("Operating Account") that has been established by MANAGER. MANAGER shall maintain a daily record of all deposits made, including copies of all checks received for deposit. All Premises expenses paid by MANAGER, as provided in this Agreement, are to be drawn from the Operating Account. SANBAG shall maintain funds in the Operating Account sufficient to fund the various expenses of the Premises and to cover the checks drawn on the Operating Account.

## 13. Limitation of Agency

Nothing contained in this Agreement or in the relationship of SANBAG and MANAGER shall be deemed to constitute a partnership, joint venture or any other relationship, and MANAGER shall at all times be deemed an independent contractor for purposes of this Agreement.

## 14. Venue

The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Agreement, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

## 15. Attorneys' Fees And Costs

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly

arising from any third party legal action against MANAGER or SANBAG, including such costs and attorneys' fees payable under Sections 10 and 11, INDEMNIFICATION and INSURANCE.

16. Notices

Notices, approvals, consents and other communications given under the terms of this Agreement must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by certified mail, return receipt requested, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

SANBAG:

Executive Director

San Bernardino Associated Governments

1170 West Third Street, 2<sup>nd</sup>

San Bernardino, CA 92410-1715

MANAGER:

President

CityCom Real Estate Services

10722 Arrow Route, Suite 500

Rancho Cucamonga, CA 91729-0548

Notice mailed in accordance with the provisions hereof shall be deemed to have been given as to the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

17. Termination for Convenience

SANBAG for its convenience may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to MANAGER for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice MANAGER shall promptly discontinue services unless the notice directs otherwise. MANAGER shall deliver promptly to SANBAG and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

18. Termination for Cause

Either party may terminate this Agreement upon thirty (30) days written notice to the other party, in the event such other party breaches a material term of this Agreement and such breach remains uncured at the end of such thirty (30) day period or such other period as mutually agreed to by the parties. Upon any such termination, MANAGER will be paid all fees and expenses, which have been incurred or earned in connection with the performance of the services through the effective date of such termination.

19. Amendments

MANAGER agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

## 20. Assignment

This Agreement is not assignable by MANAGER either in whole or in part without the prior written consent of SANBAG.

## 21. Waiver

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

## 27. Severability

If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## 28. Audit

MANAGER shall maintain for three (3) years and SANBAG shall have the absolute right to review and audit all of MANAGER's performance-related records, books, papers, documents, corporate minutes, and other pertinent items related to its performance of this Agreement as requested, and shall have absolute right to monitor the performance of MANAGER in the delivery of services provided under this Agreement. SANBAG shall provide MANAGER at least seven (7) days prior written notice of any audit. All audits conducted pursuant to this Agreement shall be accomplished at MANAGER's facilities during normal working hours and shall preserve the confidentiality of MANAGER's proprietary and non-public information.

## 29. Non-Discrimination

In connection with the performance of MANAGER pursuant to this Agreement, MANAGER will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin. MANAGER will take action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, ancestry, sex or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures  
the day and year first above written.

**"SANBAG"**

**SAN BERNARDINO ASSOCIATED  
GOVERNMENTS**

By \_\_\_\_\_  
Kelly Chastain  
President

Dated: \_\_\_\_\_

Approved as to legal form.

\_\_\_\_\_  
SANBAG Counsel

**"MANAGER"**

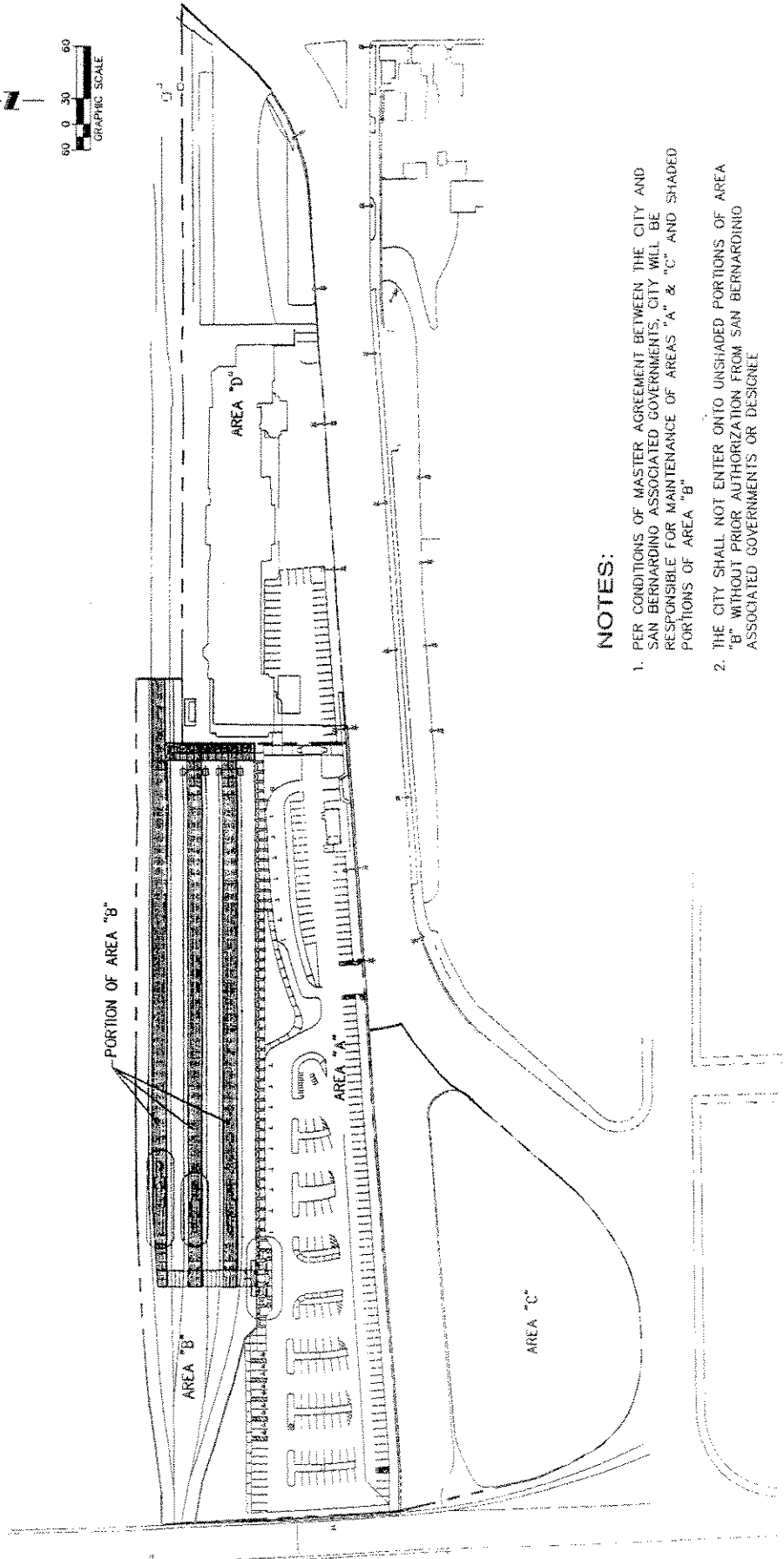
**CITYCOM REAL ESTATE SERVICES,  
INC.**

By \_\_\_\_\_  
Michael R. Fortunato  
President

Dated: \_\_\_\_\_

# EXHIBIT "A"

## SAN BERNARDINO STATION



### NOTES:

1. PER CONDITIONS OF MASTER AGREEMENT BETWEEN THE CITY AND SAN BERNARDINO ASSOCIATED GOVERNMENTS, CITY WILL BE RESPONSIBLE FOR MAINTENANCE OF AREAS "A" & "C" AND SHADED PORTIONS OF AREA "B"
2. THE CITY SHALL NOT ENTER ONTO UNSHADED PORTIONS OF AREA "B" WITHOUT PRIOR AUTHORIZATION FROM SAN BERNARDINO ASSOCIATED GOVERNMENTS OR DESIGNEE

Associated Engineers, Inc.  
4111 EAST BULLOCK STREET, GILBERT, CA 94705  
(415) 840-1322 • FAX (415) 840-1321

SAN BERNARDINO  
ASSOCIATED GOVERNMENTS



**LEGAL DESCRIPTION  
AREA "D"**

Lying within Lots 11, 12, 13, 14 and 15, Block 15, Rancho San Bernardino, in the City of San Bernardino, County of San Bernardino, State of California, as shown on a map recorded in Book 7, Page 2 of Maps in the Office of the County Recorder of said County, being a portion of Parcel 2 in a Grant Deed to San Bernardino Associated Governments recorded December 15, 1992 as Instrument No. 92-514402 of Official Records in the Office of the County Recorder of said County, described as follows:

**BEGINNING** at the southwest corner of Parcel 3 in that certain Quitclaim Deed to the City of San Bernardino recorded April 30, 1959 in Book 4805, Page 81 of said Official Records said corner also being on the northerly line of 3rd Street, 82.50 feet wide as described in Parcel 1 of that certain Indenture between the Santa Fe Land Improvement Company and the City of San Bernardino recorded November 14, 1917 in Book 622, Page 157 of Deeds in the Office of said County Recorder; thence South  $86^{\circ}42'30''$  West, 536.99 feet along said northerly line; thence North  $00^{\circ}27'39''$  West, 213.24 feet; thence South  $90^{\circ}00'00''$  East, 511.11 feet to a point on a line that is parallel with and 15.00 feet south of the centerline of "Track P2", said point being the beginning of a non-tangent curve, concave southerly and having a radius of 1487.85 feet, a radial line of said curve to said point bears North  $2^{\circ}29'46''$  West; thence Easterly 45.95 feet along said curve through a central angle of  $1^{\circ}46'13''$ ; thence North  $89^{\circ}16'27''$  East, 305.78 feet to the southeasterly line of said Parcel 2; thence southwesterly and westerly along the southeasterly and southerly line of said Parcel 2 the following three courses; thence South  $36^{\circ}02'55''$  West, 174.71 feet to the beginning of a non-tangent curve concave northwesterly, a radial line through said curve bears South  $40^{\circ}17'28''$  East; thence westerly 143.12 feet along the arc of said curve through a central angle of  $41^{\circ}00'00''$ ; thence North  $89^{\circ}17'28''$  West, 90.37 feet to the **POINT OF BEGINNING**.

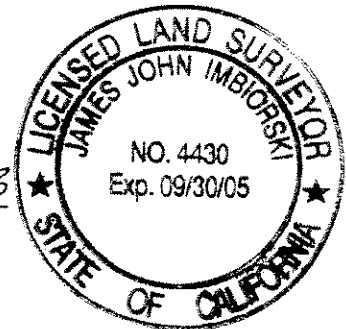
Containing approximately 3.51 acres.

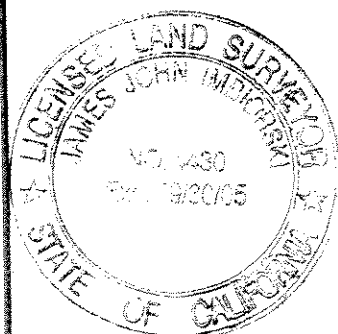
See Sheet 2 for a plat depicting the above described property.

This description prepared under my direction:

  
James John Imborski, L.S. 4430, Exp. 9-30-97

11/14/03  
Date





AREA "D"

3311 E. SHELBY ST.  
ONTARIO, CALIFORNIA 91764  
TEL: (909) 980-1982 \* FAX: (909) 941-0891

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 24

**Date:** June 7, 2006

**Subject:** Amendment No. 1 to Contract No. 04-005 with Yeager-Skanska Inc. for Segment 10 Early Construction

**Recommendation:\*** Approve Amendment No. 1 to Contract No. 04-005 for Route 210 Segment 10 Early Project, Riverside Avenue Overcrossing, Highland Realignment, and Sound Wall Construction to Yeager-Skanska Inc. in the amount of \$325,019.

**Background:** **This is an amendment to an existing contract.** In July 2003 the SANBAG Board awarded a construction contract to Yeager-Skanska Inc. for the construction of the Route 210 Segment 10 Early project. This project included the Riverside Avenue overcrossing, the realignment of Highland Avenue, and sound walls. Yeager-Skanska submitted a low bid in the amount of \$6,591,416.50 and including 10% contract contingency and supplemental costs, the total Board authorized expenditure for the project was \$7,376,060.

This contract was to provide for the early construction of the Riverside Avenue bridge overcrossing of the 210 Freeway in the City of Rialto. In order to maintain traffic during this bridge construction it was necessary to provide a temporary detour for Riverside avenue traffic. It was during this early stage of the project that utility conflicts along with conflicts in grades of existing drainage facilities were encountered. It became nearly impossible to complete the required drainage culverts through Riverside Avenue without modification to the proposed design and relocation of water and sewer mains.

Additionally, a major relocation of an SBC "trunk line conduit" was necessary before actual excavation for the Riverside Bridge foundation. Per the original agreement with the utility company a "hard date" of September 12, 2003 was

\*

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*Approved*  
*Board of Directors*  
*Date: June 7, 2006*

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

stipulated in the Contract Special Provisions for the relocation work to be completed by SBC. The contractor had scheduled his work and resources around this date. To further compound the ongoing delay to this relocation, all available crews were pulled off of normal work to provide emergency repairs to facilities damaged by the wild fire that ravaged San Bernardino County in October 2003. Eventual completion of the relocation by SBC was achieved March 17, 2004, thus allowing Yeager-Skanska to begin excavation for the Riverside Bridge work.

This series of unforeseen delays caused the work to extend into the winter of 2004-2005, which turned out to be the 2<sup>nd</sup> worst winter in the recent California history. If it had not been for delays beyond control of the contractor, he would have completed all work prior to this severe winter season.

The contract was delayed 250 calendar days, mainly as a result of unforeseen utility conflicts. Several Contract Change Orders have been written and approved to provide for that time extension. However, Yeager-Skanska refused to sign the subject CCOs as they did not contain provisions for payment for increased costs associated with the delay. At the time of the CCO the actual cost of impacts due to increased costs, disruption and inefficiency was not determinable.

In July 2005, Yeager-Skanska submitted a "Request for Compensation Due to Delay and Disruption" in the amount of \$1,005,238. There was major disagreement between SANBAG construction management staff and the contractor regarding the actual cost of the impact due to the delays. Several negotiation meetings between SANBAG and Yeager-Skanska have resulted in an agreement to settle all remaining contract issues for a lump sum payment of \$325,019. This amendment funds the agreed upon payment for all disruption costs, labor and material costs, contract inefficiency along with extended field office overhead as a result of the aforementioned delays to the contract.

**Financial Impact:** The contract amendment amount is consistent with the FY 05/06. Funding source is Measure I Valley Major Projects Fund in the amount of \$325,019. TN 0636800.

**Reviewed By:** Due to lack of a quorum at the May 11, 2006 Major Projects Committee, this item is being brought directly to the June 7, 2006 Board of Directors meeting for approval.

**Responsible Staff:** Darren M. Kettle, Director of Freeway Construction

By and between

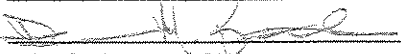


San Bernardino County Transportation Authority

And

Yeager/Skanska, Inc.

For

SR-210/30 Segment 10 Early Project

FOR ACCOUNTING PURPOSES ONLY			
<input checked="" type="checkbox"/> Payable      Vendor Contract # _____ <input type="checkbox"/> Receivable		Retention: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment
Notes:			
Original Contract:	\$ <u>6,591,416.50</u>	Previous Amendments Total:	\$ <u>0.00</u>
		Previous Amendments Contingency Total:	\$ <u>0.00</u>
Contingency Amount:	\$ <u>784,643.50</u>	Current Amendment:	\$ <u>325,019.00</u>
		Current Amendment Contingency:	\$ <u>0.00</u>
Contingency Amount requires specific authorization by Task Manager prior to release.			
<b>Contract TOTAL →</b>			<b>\$ <u>7,701,079.00</u></b>
Please include funding allocation for the original contract or the amendment →			
Task	Cost Code	Funding Sources	Amounts
1 <u>0636800</u>	<u>5554</u>	1 <u>MI Valley MP</u>	\$ <u>325,019.00</u>
2 _____	_____	2 _____	\$ _____
3 _____	_____	3 _____	\$ _____
4 _____	_____	4 _____	\$ _____
Original Board Approved Contract Date: <u>07/02/03</u> Contract Start: <u>07/02/03</u> Contract End: <u>N/A</u>			
New Amend. Approval (Board) Date: <u>06/03/06</u> Amend. Start: <u>06/03/06</u> Amend. End: <u>N/A</u>			
If this is a multi-year contract/amendment, please allocate costs among fiscal years:			
Fiscal Year: <u>05/06</u>	Fiscal Year: _____	Fiscal Year: _____	
\$ <u>325,019.00</u>	\$ _____	\$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
CONTRACT MANAGEMENT			
Please mark an "X" next to all that apply:			
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local			
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____%			
Task Manager: <b>Darren Kettle</b>		Contract Manager: <b>Herald Lantis</b>	
 Task Manager Signature		 Contract Manager Signature	
 Chief Financial Officer Signature		Date	
Date		Date	

**AUTHORITY CONTRACT NO. 04-005**

**AMENDMENT NO. 1**

**AGREEMENT BY AND BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**YEAGER/SKANSKA, INC.**

This AMENDMENT No. 1 to San Bernardino County Transportation Authority Contract No. 04-005 (hereafter called CONTRACT) entered into this 3rd day of June, 2006 by and between Yeager/Skanska, Inc. (hereafter called CONTRACTOR) and the San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under AUTHORITY Contract No. 04-005, has contracted with CONTRACTOR to construct improvements of the Segment 10 Early project (hereafter called PROJECT); and

WHEREAS, the parties desire to amend the CONTRACT to revise contract amount in order to settle all outstanding claims on the PROJECT; and,

WHEREAS, unforeseen conditions delayed the CONTRACTOR in the execution of the PROJECT; and,

WHEREAS, said delays have led to a claim for additional compensation by the CONTRACTOR; and,

WHEREAS, additional compensation has been agreed to by AUTHORITY and CONTRACTOR as settlement for all outstanding claims on the PROEJCT.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 04-005 as follows:

1. The total CONTRACT amount shall be increased by \$325,019.00 to a total amount of \$7,701,079.00. The increased funding will be paid to CONTRACTOR as settlement of all remaining claims encountered by CONTRACTOR during the PROJECT.
2. Approval of this CONTRACT Amendment constitutes full settlement for the costs claimed by CONTRACTOR associated with all work included in CONTRACT

including, but not limited to, direct and indirect costs associated with claims of delay, total impact, disruption, acceleration, home office overhead, loss of efficiency/productivity, bonds, insurance premiums, and interest.

3. Except as amended by this Amendment, all other provisions of the CONTRACT and any approved amendments shall remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

YEAGER/SKANSKA, INC.

By: \_\_\_\_\_

Date: \_\_\_\_\_

SANBERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Kelly Chastain  
President, Board of Directors

Date: \_\_\_\_\_

Approved As To Form:

By: \_\_\_\_\_  
Jean-Rene Basle  
AUTHORITY Counsel

Date: \_\_\_\_\_

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 25

**Date:** June 7, 2006

**Subject:** Caltrans Devore 2 Construction Project

**Recommendation:**\* Receive report regarding the status of the Devore 2 Construction Project.

**Background:** This summer, Caltrans will begin work on the second phase of work to rehabilitate and improve mobility at the I-15/I-215 Interchange in Devore. The \$26 million project will replace concrete panels on the I-15 from the I-15/I-215 Interchange to Cleghorn Road in the Cajon Pass. In addition to the pavement rehabilitation, a truck climbing lane will be constructed, drainage repairs will be made, and guardrails will be upgraded. Construction will take place primarily on weekends, with most of the work occurring between this summer and late 2007.

Norm Suydam, the Caltrans Project Manager for this project, is scheduled to make a presentation to the Board of Directors.

**Financial Impact:** This item has no direct impact on the adopted Budget. Staff activity associated with this item is consistent with the adopted Budget, Task No. 0694100, Mountain/Desert Planning and Project Development.

**Reviewed By:** This item was presented to the Mountain/Desert Committee on April 21, 2006.

**Responsible Staff:** Cheryl Donahue, Public Information Officer

\*

*Approved  
Board of Directors*

*Date:* June 7, 2006

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

***Minute Action***

**AGENDA ITEM: 26**

**Date:** June 7, 2006

**Subject:** State Transportation Bond Bill and Budget Update

**Recommendation:\*** Review and Receive Report.

**Background:** California's transportation infrastructure has been in the state of decay due to the lack of consistent, reliable funding from the state that would have otherwise allowed regional plans to bring forth project delivery. In past years, the Legislature has balanced the state's budget by diverting funds for transportation into other funds. Governor Schwarzenegger made a commitment in his 2006 State of the State speech to implement a statewide infrastructure bond. In early-May, the Legislature passed a comprehensive bond bill package that will provide an infusion of money for transportation in addition to other state infrastructure projects. Specifically, the following transportation bond bills were passed by the Legislature and will be placed on the November 2006 ballot for voter approval:

- SCA 7 (Torlakson)  
*Proposition 42 Fix*
- AB 1540 (Nunez and Perata)  
*SCA 7 Ballot Label and Title*
- SB 1266 (Perata)  
*The Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act 2006*
- AB 1039 (Nunez and Perata)  
*Environmental Streamlining for Transportation and Levee Repair Projects*
- AB 1467 (Nunez)  
*Public/Private Partnerships for Goods Movement and HOT Lanes*

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

In addition to the Legislature's passage of the bond bill package, the Legislature has already begun preliminary discussions on the Governor's May Revise. The Governor's May Revise of the state budget allowed for Proposition 42 monies to be allocated for transportation and included a \$920 million for early Proposition 42 loan repayment. The Administration's May Revise budget also directs that spillover monies be shifted from the Public Transit Fund to other funds. Both the state Senate and Assembly budget subcommittees have budget bill language that slightly differs from the Governor's budget.

***Financial Impact:*** No direct impact, however, voter approval of transportation infrastructure bonds and the Legislature's passage of the state's budget may have direct and indirect impacts on the budget.

***Reviewed By:*** This item has had no prior policy committee review.

***Responsible Staff:*** Jennifer Franco, Director of Intergovernmental and Legislative Affairs

- 
- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 27

**Date:** June 7, 2006

**Subject:** Effects of Caltrans' New Management Policy on Obligational Authority (OA)

**Recommendation:**\* Receive report.

**Background:** Last fiscal year, Caltrans enacted a new obligational authority (OA) Management Policy that limits OA usage to the general OA level (about 89%) on a county by county basis over time. Past practice allowed potential access to 100% of apportionments over time on a county basis as long as other Regions or programs such as the state's Highway Bridge Replacement and Rehabilitation program (HBRR) were obligating less than their share. The new policy provides fairness by providing that use of more than the general OA level in one year would be offset by a commensurate reduction the next year; underuse in one year (e.g., "banking" of apportionments to aid delivery of an expensive project) provides access to more in a subsequent year.

But the new policy created winners and losers by drawing a temporal "line in the sand," beginning the zero-sum game without first leveling the playing field. Institution of the policy meant that no agency could receive more OA over time than the average, but neglected to consider that some agencies had already obligated all of their apportioned dollars (one agency apparently borrowed other agencies' apportionments to obligate 101%!). Others had obligated as little as 81% of their apportioned dollars, and the HBRR only 71% of its apportionments, while counting on high levels of future obligation to access "banked" apportionments for very costly projects. With the overall obligation level at about

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

brd0606B-TY

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89%, the agencies with obligation levels near 100% relied on OA that agencies needing to bank their apportionments for a year or two chose not to use then, in the belief that they would have access to sufficient OA to access their banked apportionments in the upcoming year(s). The "line in the sand" means, in essence, that agencies which obligated more than the state average were allowed to do so without any requirement to make OA available to those agencies that, in effect, donated their OA in an earlier year in the belief that they would receive similar consideration later. It further means that those agencies which obligated less than the state average permanently lose access to some apportioned dollars, even if they were earmarked for key future-year projects within the AB 1012 "use it or lose it" window.

The magnitude of the fiscal gains allowed to some and fiscal losses imposed on others as a result are quite significant. The total displacement of dollars from "donor" programs and agencies to OA "borrowers" – for which no compensation is contemplated by the policy – is about \$355 million. Two agencies within the state managed to obligate more than \$115 million apiece more than their "fair share" 89% of their apportionments, and another obligated more than \$44 million beyond its "fair share." At the same time, the state's Highway Bridge Replacement and Rehabilitation program (HBRR) lost access to nearly \$290 million in apportionments, and permanent losses (the difference between actual delivery and 89%) to other transportation agencies range as high as \$25 million. San Bernardino stands to lose access to \$25 million because it was "banking" local assistance funds to help offset huge cost increases on the \$630 million I-215 reconstruction and HOV project, scheduled for construction in 2006.

It is unclear why the policy failed to provide a process to avoid these windfalls and wipeouts by leveling the field first. Some may argue that agencies that did not happen to maximize their obligation at that particular point in time are less deserving or needy. However, the fact that at least some of the agencies below the statewide project delivery average were there because of a need to pool funds for delivery of expensive on-system projects belies that (if I-215 could have gone to construction a year earlier, SANBAG too could have obligated 100%). Arbitrary losses of that magnitude, or losses based on a coincidence of project timing, are unacceptable. Further, given the condition of many bridges in the state, it seems unwise to sacrifice access to more than a \$1/4 billion in statewide HBRR apportionments to advantage three regional transportation agencies.

This oversight should be rectified through a payback program from OA "borrowers" to "donors." Definition of the payback period should consider that

the borrowers benefited from use of the additional OA to expedite projects at last year's costs and current dollars, while donors will be paying in future dollars for projects that will likely have undergone cost escalation. Definition of the payback period should balance a desire to avoid disruption of programs, while minimizing the progressive loss of the dollars' purchasing power through time. The attached table shows the annual payback shares by agency and program if the payback period is assumed to be five years.

Staff will be discussing ways to resolve this issue with executives of other transportation commissions in the upcoming month, and will raise the issue at the Regional Transportation Planning Agencies' group in June.

**Financial Impact:** Caltrans' new OA Management Policy would cause SANBAG to lose access to as much as \$67 million in "banked" apportionments of STP and CMAQ funds. An agreement to rectify delivery imbalances that existed at the time of institution of the policy would restore access to \$25 million of those funds for SANBAG and about \$290 million in funds to the state's Highway Bridge Replacement and Rehabilitation (HBRR) program.

**Reviewed By:** This item was reviewed at the Plans and Programs Policy Committee on May 17, 2006

**Responsible Staff:** Ty Schuiling, Director, Planning and Programming

# **AGENCY REPORTS**

- 
- San Bernardino County Transportation Commission   ■ San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency   ■ Service Authority for Freeway Emergencies
- 

## **JUNE COMMUTER RAIL REPORT**

### **1. PATRONAGE**

#### **San Bernardino Line:**

Ridership on the San Bernardino Line slowed slightly (<1%) from last month but was up 1% compared to the same month in 2005. So far, May patronage looks strong, currently averaging 12,431 passenger trips per weekday.

Saturday ridership was down 18% from the record high set last month but 10% higher than the same month last year. Preliminary May data is significantly higher than April with a current average of 4,918 passenger trips per Saturday. Should this level of patronage hold, May would post the second ridership record this year for Saturday service.

Sunday ridership was up 10% from both last month and from the same month last year. As of mid-May, average Sunday ridership is quite a bit higher than April, currently at 2,775 passenger trips per Sunday.

#### **Riverside-Ontario-Los Angeles Line:**

Ridership on the Riverside Line increased almost 18% from March and was also up 2% compared to the same month a year ago. At this point, May patronage is 5% higher than April with a current average of 4,797 passenger trips per weekday.

#### **Inland Empire Orange County (IEOC)**

After average daily ridership increased just slightly (<1%) from March and was up 16% compared to April 2005. A preview look at May ridership figures shows even stronger patronage, currently averaging 4,443 passenger trips per weekday.

#### **Total System:**

Systemwide, average daily ridership increased 3% from last month and 4% compared to April 2005. Preliminary data for May points to a potential new ridership record with a current average of 43,133 passenger trips per weekday.

<b><u>Table 1</u></b>				
<b>Average Weekday Daily Ridership*</b>				
	<u>San Bernardino</u>	<u>Riverside</u>	<u>IEOC</u>	<u>Systemwide</u>
April 2006	11,866	4,579	4,398	41,196
April 2005	11,757	4,495	3,796	39,554
% Change	+ 1.0%	+ 1.9%	+ 15.9%	+ 4.2%
*Adjusted for Holidays				

<b><u>Table 2</u></b>		
<b>Average Weekend Ridership</b>		
	<u>San Bernardino</u> <u>Saturday</u>	<u>San Bernardino</u> <u>Sunday</u>
April 2006	3,355	1,912
April 2005	3,041	1,735
% Change	+ 47.9%	+ 12.7%

2. **ON-TIME PERFORMANCE (arrival within 5 minutes of scheduled time)**

**San Bernardino Line:**

On-time performance results were mixed for the San Bernardino Line this month compared to last month. Inbound trains showed improved performance from 97% on time in March to 99% on time in April. Outbound trains, however, dropped a percentage point to finish April 95% on time. "Other" operations issues caused twelve of the twenty-one reported delays.



**Riverside-Ontario-Los Angeles Line:**

On-time performance results were significantly improved for the Riverside Line this month. Inbound trains gained ten percentage points from March to finish April 98% on time. Outbound trains, however, gained a notable twenty percentage points, from 72% on time in March to 92% on time in April. Eight of the thirteen reported delays were caused by dispatching.

**Inland Empire-Orange County (IEOC) Line:**

On-time performance results for the IEOC Line also improved this month compared to last month. Southbound trains gained seven percentage points and northbound trains gained one point to finish April 95% and 88% on time, respectively. Ten of the twenty-eight reported delays were caused by dispatching and another eight were due to signals and communications.

**Table 3**

**On-Time Performance**  
Percent of weekday trains arriving within 5 min. of scheduled time  
(April 2006 vs. April 2005)

	<u>San Bernardino</u>		<u>Riverside</u>		<u>IEOC</u>	
	In	Out	In	Out	So.	No.
April 2006	99%	95%	98%	92%	95%	88%
April 2005	97%	95%	75%	67%	96%	90%

**3. SUMMER TRAIN SERVICE**

Beginning July 15<sup>th</sup>, Metrolink will operate weekend train service from San Bernardino to San Juan Capistrano, San Clemente, and Oceanside. Two trains in the morning and two trains returning in the evening will run each Saturday and Sunday through summer.



# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178  
(909) 396-2000 • www.aqmd.gov

## Members of the Governing Board:

May 10, 2006

Chairman  
**Dr. William A. Burke**  
Speaker of the Assembly  
Appointee

To: Mayors and Councilmembers

Vice Chairman  
**S. Roy Wilson, Ed.D.**  
Supervisor, Fourth District  
County of Riverside

From: Dennis R. Yates, Mayor/City of Chino  
Cities of San Bernardino County  
Board Member, South Coast AQMD

**Michael D. Antonovich**  
Supervisor, Fifth District  
County of Los Angeles

Attached are the agenda items and the voting outcome of the May 5, 2006  
AQMD Governing Board meeting.

**Jane W. Carney**  
Senate Rules Appointee

### PUBLIC HEARING ITEMS APPROVED AT MAY 5, 2006 BOARD MEETING

**Beatrice J. S. LaPisto-Kirtley**  
Mayor, City of Bradbury  
Cities of Los Angeles County/  
Eastern Region

#### **Amend Rule 219 – Equipment Not Requiring a Written Permit Pursuant to Regulation II**

**Ronald O. Loveridge**  
Mayor, Riverside  
Cities of Riverside County

This proposal adds new exemptions, simplifies or clarifies certain existing  
exemptions, and removes some existing exemptions applicable to certain  
agricultural equipment and hydrogen fluoride, LPG and anhydrous ammonia  
storage and transfer equipment above certain size. (Review: Stationary  
Source Committee, March 31, 2006, April 28, 2006)

**Gary C. Ovitt**  
Supervisor, Fourth District  
County of San Bernardino

**Majority Votes: 10 Yes, 0 No, 2 Absent**

**Jan Perry**  
Councilmember, 9<sup>th</sup> District  
Cities Representative  
Los Angeles County/Western Region

#### **Amend Rule 1132 – Further Control of VOC Emissions from High- Emitting Spray Booth Facilities**

**Miguel A. Pulido**  
Mayor, Santa Ana  
Cities of Orange County

The proposed amendment to Rule 1132 modifies the definition of Approved  
Emission Factors to exclude the use of the Unified Emission Factors (UEFs)  
rates for gel coat nonatomizing application in emissions calculations. (Review:  
Stationary Source Committee, March 31, 2006)

**James W. Silva**  
Supervisor, Second District  
County of Orange

**Majority Votes: 10 Yes, 0 No, 2 Absent**

**Cynthia Verdugo-Peralta**  
Governor's Appointee

**Dennis R. Yates**  
Mayor, Chino  
Cities of San Bernardino County

### **Amend Rule 1146.2 – Emissions of Oxides of Nitrogen from Large Water Heaters and Small Boilers**

Rule 1146.2 was adopted in January 1998 to lower the emission limits for small boilers and large water heaters. The rule was amended, at the January 7, 2005 Board meeting, in order to address technical and cost issues for the retrofit of existing units. The proposed amendment will lower the emission limits of new units in order to partially offset emission reductions forgone from the extension of the compliance dates for existing units with the January 7, 2005 amendment of the rule. (Review: Stationary Source Committee, January 27, 2006)

**Majority Votes: 9 Yes, 0 No, 3 Absent**

### **Amend Rule 1195 – Clean On-Road School Buses**

Proposed amendments to Rule 1195 will extend the sunset date to allow the purchase of diesel-powered school buses based on the unavailability of alternative-fuel refueling stations within five miles of the school bus fleet and the unavailability of funds in the amount of \$8,000 per school bus that would be used to fund the construction of an alternative-fuel refueling station. The proposed amendments are in response to near-term school bus vehicle acquisitions that are located in service areas where alternative-fuel refueling stations do not yet exist. (Review: Mobile Source Committee, April 28, 2006)

**Majority Votes: 9 Yes, 0 No, 3 Absent**

### **Amend Rule 1186.1 – Less-Polluting Sweepers and 1196 – Clean On-Road Heavy-Duty Fleet Vehicles**

Proposed amendments to Rules 1186.1 and 1196 will extend sunset dates to allow acquisition of non-rule compliant vehicles where an approved Technical Infeasibility Certification has been issued based on unavailability of an alternative-fuel refueling station within five miles of vehicle storage or maintenance yards. The proposed amendments are in response to near term public fleet heavy-duty vehicle acquisitions that are located in service areas where alternative-fuel refueling stations do not yet exist. The proposed amendment for Rule 1186.1 would also allow approved Technical Infeasibility Certifications to be issued where alternative-fuel sweeper models do not exist for specific applications. (Review: Mobile Source Committee, April 28, 2006)

**Majority Votes: 9 Yes, 0 No, 3 Absent**

## **PUBLIC HEARINGS SET FOR JUNE 2, 2006 BOARD MEETING**

### **Amend Regulation III – Fees**

Staff has prepared two options for Board consideration to amend Regulation III – Fees for FY 2006-07. Both options incorporate proposals to better recover program costs and changes to better clarify or correct existing language. Both options also include new Rule 313, which is proposed to consolidate administrative fiscal activities such as late surcharges, penalties and Fee Review Committee activities. Option 1 includes an increase in fees reflecting the 2005 California Consumer Price Index (CPI) increase of 3.65 percent for most fee categories for FY 2006-07. Furthermore, in order to better recover program costs, Permit Processing Fees, Annual Operating Permit Renewal Fees and Annual Operating Emission Fees are proposed to be increased by an additional increment above the CPI, resulting in a total increase of 10 percent for each of the next three years through FY 2008-09. Option 2 proposes to increase all AQMD related fees by CPI for only FY 2006-07. (Review: Stationary Source Committee, April 28, 2006 and Administrative Committee, May 12, 2006)

### **Amend Rule 1113 – Architectural Coatings**

The proposed amendment to Rule 1113 – Architectural Coatings has been developed to implement the recommendation of the most recent technology assessment for this rule. The proposed rule will reduce the VOC limits for specific coating categories, establish a separate category for high gloss nonflat coatings, set interim and postpone the final limits for high gloss nonflats, quick-dry enamels, and specialty primers, provide a limited exemption for Tertiary-Butyl Acetate from the VOC definition, and include other minor modifications to improve clarity and enforceability of the rule. (Review: Stationary Source Committee, April 28, 2006)

### **Amend Rule 1157 – PM<sub>10</sub> Emission Reductions from Aggregate and Related Operations**

The proposed amendment simplifies and streamlines the implementation of the high wind exemption provision in accordance with a settlement agreement reached last year with the industry. The proposed amendment specifies the additional dust control strategies that an aggregate facility must implement in order to qualify for the exemption. (Review: Stationary Source Committee, April 28, 2006)

### **Amend Rule 1171 – Solvent Cleaning Operations**

The proposed amendment will delay by one year the compliance date for the use of low-VOC clean-up solvents on ink application equipment used in lithographic/letterpress printing (except newspaper), screen printing and ultraviolet/electron beam inks. The new compliance date is July 1, 2007. Additional time is necessary to allow further testing and industry transition to new cleaning materials. However, staff proposes to implement the 100 gram per liter VOC limit for clean-up solvents for ink application equipment used in newspaper printing starting July 1, 2006 and allow the use of cleaners with 650 g/l of VOCs for automatic roller and blanket systems (lithographic printing) until June 30, 1007. The Board will also make infeasibility findings for the extended compliance date. (Review: Stationary Source Committee, April 28, 2006)

### **Adopt Proposed Rule 223 – Emission Reduction Permits for Large Confined Animal Facilities**

Proposed Rule 223 establishes permitting and other requirements for large confined animal facilities, as defined by CARB, in California Health and Safety Code as a result of the enactment of Senate Bill 70. The permit for large confined animal facilities must include a plan to reduce emissions to the maximum extent feasible and the plan is to be updated annually. (Review: Stationary Source Committee, March 31, 2006)

Also enclosed is the May issue of the *AQMD Advisor*.

# **COMMITTEE MEMBERSHIPS ACRONYM LISTING**

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (RC Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TCC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation and Communications
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	L. Garcia	L. McCallon		L. Garcia
District 7 (San Bernardino, Highland)	L. McCallon	D. Robertson		
District 8 (Rialto, Fontana)	P. Eaton		P. Eaton	
District 9 (Rancho Cucamonga, Upland, Montclair)	A. Wapner			A. Wapner
District 10 (Chino, Chino Hills, Ontario)	L. Dale			L. Dale
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	T. Jasper	T. Jasper		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	G. Ovitt			G. Ovitt
San Bernardino County				
SANBAG Subregional Appointees*				
*One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.				

#### Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

#### Terms of Appointment

Terms of appointment for Regional Council members representing odd numbered districts expire immediately following the SCAG General Assembly in April of odd numbered years. Terms of appointment for Regional Council members representing even numbered districts expire immediately following the SCAG General Assembly in May of even numbered years. SANBAG appointments to SCAG Policy Committees are for a term from May through the next regular SCAG general assembly of the following year.

#### Stipend

SCAG provides Regional Council members \$100 per day for a maximum of four meetings per month, plus mileage. A stipend for the fifth meeting per month may be received on approval by SCAG's Executive Director. SCAG also provides subregional appointees representing SANBAG on SCAG Policy Committees \$70 per meeting.

#### Meeting Information

The regular meetings of SCAG Regional Council, Standing Committees, and Policy Committees are on the first Thursday of each month at the SCAG Offices located at 818 W. Seventh Street, Los Angeles: 10:00 a.m., Policy Committees 12:00 noon, Regional Council

#### Policy Committees

**Community, Economic, and Human Development:** Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

**Energy and Environment:** Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation, **Transportation and Communications:** Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

# SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<b>Administrative Committee</b> SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight.  Committee has authority to approve contracts of up to \$25,000 with Board of Directors ratification to follow.	Kelly Chastain, Colton, President Dennis Hansberger, Vice President (Chair) Paul Biane, Past President Robert Christman, Loma Linda Bea Cortes, Grand Terrace Paul Eaton, Montclair Josie Gonzales, Supervisor James Lindley, Hesperia Gwenn Norton-Perry, Chino Hills Gary Ovitt, Supervisor Bill Postmus, Supervisor Rick Roelle, Apple Valley	6/30/2006 6/30/2006 6/30/2006 12/31/2007 12/31/2006 12/31/2006 12/31/2007 12/31/2006 12/31/2007 12/31/2007 12/31/2007 12/31/2006
<b>Commuter Rail Committee</b> Eight Valley-elected officials, four of who shall be the Southern California Regional Rail Authority primary (*) and alternate (**) members. The terms of appointments for SCRRA members and alternates shall be concurrent with their term on SCRRA. The four remaining members shall be SANBAG Board Members appointed by the SANBAG President for two-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail service in San Bernardino County.  * SCRRA Primary Member ** SCRRA Alternate Member	Pat Gilbreath, Redlands (Chair) Lee Ann Garcia, Grand Terrace (Vice Chair) Paul Biane, Supervisor ** Kelly Chastain, Colton** Robert Christman, Loma Linda Paul Eaton, Montclair * Pat Morris, San Bernardino Alan Wapner, Ontario Diane Williams, Rancho Cucamonga*	12/31/2006 (6/30/2006) 12/31/2006 (6/30/2006) Indeterminate Indeterminate 12/31/2007 Indeterminate 12/31/08 12/31/08 12/31/07
<b>Mountain/Desert Committee</b> Membership consists of SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets in conjunction with the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Bill Postmus, Supervisor (Chair) James Lindley, Hesperia (Vice Chair) Kevin Cole, Twentynine Palms Paul Cook, Yucca Valley Lawrence Dale, Barstow Dennis Hansberger, Supervisor Darrell Mulvihill, Big Bear Lake Trinidad Perez, Adelanto Rick Roelle, Apple Valley Mike Rothschild, Victorville Rebecca Valentine, Needles	Indeterminate (6/30/2006) Indeterminate (6/30/2006) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate



### Policy Committee Meeting Times

Administrative Committee	Second Wednesday, 9:00 a.m., SANBAG Offices
Commuter Rail Committee	Third Thursday every other month following the SANBAG Board meeting (Odd Months), 12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley
Plans & Programs Committee	Third Wednesday, 12:00 noon, SANBAG Offices

## SANBAG Acronym List

1 of 2

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FWHA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

## SANBAG Acronym List

2 of 2

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996